

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reformed Spirits Company Holdings Limited, The		08/11/2006	private limited company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fevertree Limited		
<b>Street Address:</b>	35A Victoria Road		
<b>City:</b>	Surrey		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	KT6 4JT		
<b>Entity Type:</b>	private limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3118764	FEVERTREE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(937)449-6405		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	937-449-6400		
<b>Email:</b>	sherrie.hilty@dinslaw.com		
<b>Correspondent Name:</b>	Kimberly Gambrel		
<b>Address Line 1:</b>	One South Main Street, One Dayton Centre		
<b>Address Line 2:</b>	Suite 1300		
<b>Address Line 4:</b>	Dayton, OHIO 45402-2023		
<b>ATTORNEY DOCKET NUMBER:</b>	FEV0001TA		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Kimberly Gambrel, Dinsmore & Shohl LLP		
<b>Address Line 1:</b>	One South Main Street, One Dayton Centre		

OP \$40.00 3118764

Address Line 2: Suite 1300  
Address Line 4: Dayton, OHIO 45402-2023

NAME OF SUBMITTER:	Kimberly Gambrel
Signature:	/Kimberly Gambrel/
Date:	12/08/2006

Total Attachments: 4  
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## DEED OF ASSIGNMENT

THIS ASSIGNMENT is made this...11.....day of AUGUST.....2006

### PARTIES:

(i) The Reformed Spirits Company Holdings Limited of PO Box 248, Lord Coutanche House, 66-68 Esplanade, St Helier, Jersey JE4 5PS ("RSCH") and Chinchona Drinks Limited of 8<sup>th</sup> Floor Kildare House, 3 Dorset Rise, London, EC4Y 8EN ("CDL") (together "the Assignors");

(ii) Charles Rolls of Creek House, Shore Road, Bosham, West Sussex PO18 8QL and Tim Warrillow of 73 Netherwood Road, London W14 0BP ("CR" and "TW" respectively); and

(iii) Fevertree Limited of 35A Victoria Road, Surbiton, Surrey, KT6 4JT ("the Assignee").

### RECITALS:

A. The Assignors are the joint proprietors of those trade mark and registered community design applications and the community trade mark registration set out in Schedule A attached hereto (hereinafter 'the Applications and Registration'). CDL's 50% share of the Applications and Registration being beneficially owned by CR and TW.

B. The Assignors have agreed to assign the Applications and Registration to the Assignee and all rights, title and interest therein, together with any goodwill of the Assignors in connection with the business carried on under and in respect of the trade mark FEVER-TREE/FEVERTREE and associated designs and the goods and services the subject of the Applications and Registration, upon the terms and conditions set out below and CR and TW have agreed to consent to such assignment.

C. The parties have also agreed to terminate the assignment and exclusive licence agreement that the Assignors and the Assignee entered into in respect of the Registration and certain of the Applications on 15 June 2005 ("the Trade Mark Agreement").

### OPERATIVE PROVISIONS:

1. In consideration of the payment of one pound sterling from the Assignee to the Assignors, receipt of which is hereby acknowledged, the Assignors HEREBY ASSIGN unto the Assignee:

- a) with full title guarantee, all the rights, title and interest of the Assignors in, to and relating to the Applications and Registration and the full exclusive benefit of them, free from all encumbrances, and all rights, powers, privileges, immunities and advantages associated with them with the intention that, with regard to the applications, when these are granted the relevant registrations shall vest with the Assignee;
- b) any goodwill of the Assignors in connection with the business carried on under and in respect of the trade mark FEVER-TREE / FEVERTREE and associated designs and the goods and services the subject of the Applications and Registration;
- c) the full right to apply for and obtain protection throughout the world in the Assignee's name in respect of the trade mark and designs the subject of the Applications and Registration; and
- d) the right to bring proceedings for any previous infringement of the rights assigned by this Assignment

TO HOLD the same unto the Assignee absolutely.

2. The Parties to this Assignment hereby agree to terminate the Trade Mark Agreement with immediate effect and without liability to each other in respect of such termination but, without prejudice to any existing claim(s) that each of them may have against the other(s) under the Trade Mark Agreement.

3. In their capacity as beneficial owners of CDL's interest in the Applications and Registration, CR and TW hereby irrevocably and unconditionally consent to the assignment of the Applications and the Registration to the Assignee on the terms set out in this Assignment. Each of CR and TW warrant that neither of them have encumbered, licensed, assigned or otherwise dealt with their respective interests in the Applications and Registration in any manner whatsoever (except as so far as to enable this Assignment and as agreed in the abovementioned Trade Mark Agreement). CR and TW also consent to the termination of the Trade Mark Agreement on the terms set out in Clause 2 of this Assignment.

4. The Assignors (and CR and TW in their capacity as beneficial owners of CDL's interest in the Applications and Registration) covenant that, at the cost and request of the Assignee at any time and from time to time, they shall execute such deeds or documents and do such acts or things as may be reasonably necessary or desirable to give effect to this Assignment. Without prejudice to the generality of the foregoing, the Assignors, CR and TW agree and undertake to provide the Assignee (at its reasonable request) with all such assistance with any proceedings which may be brought by or against the Assignee against any third party in relation to the Applications and the Registration.

5. This Assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

6. Without prejudice to the rights of the Assignee to employ any method of service of process permitted by law, the Assignors hereby appoint David Keltie Associates of Fleet Place House, 2 Fleet Place, London, EC4M 7ET (England) as its authorised agent for the purpose of accepting service of process for all purposes in connection with this Assignment IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

SIGNED as a Deed by The Reformed Spirits Company Holdings Limited

Acting by [Signature]

Acting by [Signature]

Position DIRECTOR

Position DIRECTOR

Before me [Signature]

Name & Address: CATHERINE MCKENZIE  
LORD COUTHAMERE HOUSE, 66-68 ESPLANADE  
ST. HELENS, JERSEY

Occupation: ASSISTANT MANAGER

SIGNED as a Deed by Chinchona Drinks Limited

Acting by [Signature]  
CHARLES DOUS

Acting by [Signature]  
TIM WINTER

Position DIRECTOR

Position COMPANY SECRETARY

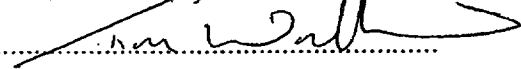
Before me [Signature]

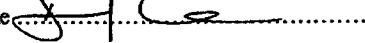
Name & Address: DAVID LONE  
37 DUNSTER GARDENS, LONDON  
NW6 7NH

Occupation: COLLECTOR

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SIGNED as a Deed by Tim Warrillow

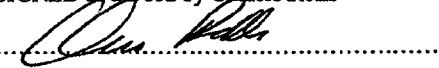


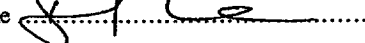
Before me 

Name & Address: DAVID LOWE  
32 DUNSTER GARDENS, LONDON  
NW6 7NH

Occupation: SOLICITOR

SIGNED as a Deed by Charles Rolls

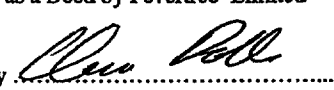


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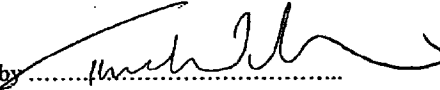
Name & Address: DAVID LOWE  
32 DUNSTER GARDENS, LONDON  
NW6 7NH

Occupation: SOLICITOR


SIGNED as a Deed by Fevertree Limited

Acting by 

Position DIRECTOR

Acting by 

Position DIRECTOR

Before me 

Name & Address: DAVID LOWE  
32 DUNSTER GARDENS, LONDON  
NW6 7NH

Occupation SOLICITOR

**SCHEDULE A**

<b>Trade Mark / Design</b>	<b>Territory</b>	<b>Number</b>	<b>Status</b>
FEVER-TREE (Trade Mark)	Australia	1116493	Application
FEVER-TREE (Trade Mark)	Japan	2006-050597	Application
FEVER-TREE (Trade Mark )	China		Application
Tree Design (Design)	EU	00528971	Application
FEVERTREE	US	76611671	Application
FEVERTREE	EU	003945698	Registration

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