2 \$40 00 3118

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reformed Spirits Company		08/11/2006	private limited
Holdings Limited, The		00/11/2000	company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Fevertree Limited
Street Address:	35A Victoria Road
City:	Surrey
State/Country:	UNITED KINGDOM
Postal Code:	KT6 4JT
Entity Type:	private limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3118764	FEVERTREE

CORRESPONDENCE DATA

Fax Number: (937)449-6405

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 937-449-6400

Email: sherrie.hilty@dinslaw.com

Correspondent Name: Kimberly Gambrel

Address Line 1: One South Main Street, One Dayton Centre

Address Line 2: Suite 1300

Address Line 4: Dayton, OHIO 45402-2023

ATTORNEY DOCKET NUMBER: FEV0001TA

DOMESTIC REPRESENTATIVE

Name: Kimberly Gambrel, Dinsmore & Shohl LLP
Address Line 1: One South Main Street, One Dayton Centre

TRADEMARK REEL: 003440 FRAME: 0581

900064308

Address Line 2: Suite 1300 Address Line 4: Dayton, OHIO 45402	2-2023		
NAME OF SUBMITTER:	Kimberly Gambrel		
Signature:	/Kimberly Gambrel/		
Date:	12/08/2006		
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif			

TRADEMARK REEL: 003440 FRAME: 0582

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 8th 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;
 - 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
 - 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.

LOLOC\0001\Documents\Trademark Assignment\2090650.1

- 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 Deel by The Reformed Spirits Company Holdings Li

Acting by ..

Position DIRECTOR	Position DIRECTOR
Before me CPM c	>
Name & Address: CATHELINE MILLENZ LOLD CONTINUENE HOUSE, 66-68 ESF SI HELLER, JERSEY	ue Yanaoe
Occupation: ASSISTANT MANAGER	
SIGNED as a Deed by Chinchena Drinks Limited	(49/1)
Acting by CHAPLES 12045	Acting by Time STATES
Position DIRECTOR	Position Company Seculity
Before me	
Name & Address: DAYID LONG 37. DUNSTER GARDENS, LANDON NWB. FMH	
Occupation: GOLICITOR	

LOLOC\0001\Documents\Trademark Assignment\2090650.1

Before me Address: BAYIN LONGON Name & Address: BAYIN LONGON NIVE TABLE SIGNED as a Deed by Charles Rolls Before me Address: BAYIN LONGON Name & Address: BAYIN LONGON NAME & Address: BAYIN LONGON STANDARD AND LONGON NAME & Address: BAYIN LONGON SALICATOR Occupation: Section Section Position DIRECTOR Position DIRECTOR	SIGNED as a Deed by Tim Warrillow	
Before me Address: PAYID LETTER 32 DANISTER CAR DENS LONDON NIME TANK Occupation: SOLICITER SIGNED as a Deed by Charles Rolls Name & Address: PAYID LETTER 32 DANISTER GARDENS LONDON NIME TANK Occupation: Soliciter SIGNED as a Deed by Fevertree Limited Acting by Law Address Acting by Law Acting by Manual Acting by Man	In Wall	>
Name & Address: DAYLD LONG SIGNED as a Deed by Charles Rolls Name & Address: DAYLD LONG NAME & Address: DAYLD LONG ST. DUNSTER GARDENS LONG NAME & Address: DAYLD LONG ST. DUNSTER GARDENS LONG NAME & Address: DAYLD LONG ST. DUNSTER GARDENS LONG NAME & Address: DAYLD LONG ST. DUNSTER GARDENS LONG NAME & Address: DAYLD LONG ST. DUNSTER GARDENS LONG NAME & Address: DAYLD LONG Acting by Acting		
SIGNED as a Deed by Charles Rolls Before me Name & Address: DAY IN LEADER ST. DANIETER GARDENS, Leader NAW 5. TALL Occupation: Section Ter. SIGNED as a Deed by Fevertree Limited Acting by Acting by MALLENDER Acting by MALLENDER Acting by MALLENDER Acting by MALLENDER MALLENDER Acting by MALLENDER MALLENDER Acting by MALLENDER MA	Before me	
Occupation: SOLICITOR SIGNED as a Deed by Charles Rolls Before me House Address: DAYLD LOWE ST. DANSTER GARDENS, LONDON NW. DANH Occupation: Solicitor SIGNED as a Deed by Fevertree Limited Acting by Man Address: Acting by Man Acting by		
Occupation: SOLICITOR SIGNED as a Deed by Charles Rolls Before me Solicitors Name & Address: DAYLD LONG BARDERS LONDON NAME TALK Occupation: Solicitor Solicitor Acting by Man Address Acting by Man		
SIGNED as a Deed by Charles Rolls Before me Name & Address: Day in Long Bar Dunstyn GARDEN'S Long Name & Address: Day in Long Source Top Occupation: Source Top Signed as a Deed by Fevertree Limited Acting by Man		•
Before me Address: DAYID LONG B2. DUNSTED GARDENS LONDON NING FAIH Occupation: Societor Signed as a Deed by Fevertree Limited Acting by Man Rell	Occupation: SOLICITES	
Before me Address: DAYID LONG B2. DUNSTED GARDENS LONDON NING FAIH Occupation: Societor Signed as a Deed by Fevertree Limited Acting by Man Rell		
Before me Address: DAYID LONG B2. DUNSTED GARDENS LONDON NING FAIH Occupation: Societor Signed as a Deed by Fevertree Limited Acting by Man Rell		
Name & Address: DAYID LONG 32. DUNSTED GARDENS, LONDON NW.6. FAIH Occupation: Socialized SIGNED as a Deed by Fevertree Limited Acting by Acting by Acting by Acting by	SIGNED as a Deed by Charles Rolls	
Name & Address: DAYID LONG 32. DUNSTED GARDENS, LONDON NW.6. FAIH Occupation: Socialized SIGNED as a Deed by Fevertree Limited Acting by Acting by Acting by Acting by	/// Helle	
Name & Address: DAYID LOWE 37. DUNSTER GARDER'S LENDON NW.6. TAIH Occupation: Social Tork SIGNED as a Deed by Fevertree Limited Acting by Low Roll Acting by Manual Acting	<u>^</u>	
SZ DUNSTER SARDENS, LONDON NW.6. FINH Occupation: Socialization SIGNED as a Deed by Fevertree Limited Acting by Line Rell Acting by Manual Acting by Manua	Before me	
Occupation: Seclicitor Signed as a Deed by Fevertree Limited Acting by Acting by Acting by Acting by	Name & Address: DAVID LOWE	
Occupation: Seclicitor Signed as a Deed by Fevertree Limited Acting by Acting by Acting by Acting by		
SIGNED as a Deed by Fevertree Limited Acting by Acting by Mand Acting by Acting by Mand Acting Band Band Band Band Band Band Band Band	NW6 ANH	•
SIGNED as a Deed by Fevertree Limited Acting by Acting by Mand Acting by Acting by Mand Acting Band Band Band Band Band Band Band Band	Occupation: SOLICITOR	
Acting by Lew Poll Acting by Mull		
Acting by Lew Poll Acting by Mull		
Acting by Lew Poll Acting by Mull		
Acting by Lew Poll Acting by Mull		
Acting by Lew Poll Acting by Mull		
Acting by Lew Poll Acting by Mull	SIGNED as a Deed by Fevertree Limited	_
	n On	
	Animala / Very 160	Acting by Have W
Position DIRECTOR Position	Acting by	
	Position JIREZTOR	Position DIRECTOR
		•
	C	
Before me	Before me	
Name & Address DAVID LOWE	·	
BULDHUSTER SARABNS J. LONDON		
	HW6 7NH	
HW6 7NH	Occupation Solic I TOR	
HWG 7NH		
	Occupation SOLICITOR	

SCHEDULE A

Trade Mark / Design	Territory	Number	Status
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

LOLOC\0001\Documents\Trademark Assignment\2090650.1

TRADEMARK REEL: 003440 FRAME: 0586

RECORDED: 12/08/2006