

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
Gruppo Limited		01/12/2007	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Diageo North America, Inc.		
Street Address:	801 Main Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2572464	MASH	
CORRESPONDENCE DATA			
Fax Number:	(203)229-8925		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203.229.7850		
Email:	trademarks@diageo.com		
Correspondent Name:	Graceann A. Pisano		
Address Line 1:	801 Main Avenue		
Address Line 4:	Norwalk, CONNECTICUT 06851		
ATTORNEY DOCKET NUMBER:	SMIR-4115-US		
NAME OF SUBMITTER:	Graceann A. Pisano		
Signature:	/graceann a. pisano/		
Date:	03/22/2007		

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Total Attachments: 2

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ASSIGNMENT OF TRADE MARK

THIS ASSIGNMENT is made the 12 day of JANUARY 2007

BETWEEN:-

(1) **Gruppo Limited**, of 180 Wardour Street, London W1V 4LB, United Kingdom (the "Assignor");

AND

(2) **Diageo North America, Inc.**, a company incorporated in Connecticut of 801 Main Avenue, Norwalk, Connecticut 06851, USA (the "Assignee").

together referred to as "the Parties"

WHEREAS:

- (A) The Assignor is the owner and registered proprietor of the Trade Mark (as defined below).
- (B) The Assignee wishes to use and register the trade mark MASH in the European Union and the US in respect of alcoholic beverages and associated goods and services.
- (C) The Parties have entered into a Settlement Agreement whereby the Assignor has agreed to assign to the Assignee all of its right, title and interest in and to the Trade Mark.

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:

1. DEFINITION

For the purposes of this Assignment, "Trade Mark" shall mean Community Trade Mark registration No. 000349159 MASH in classes 32 and 42, United States trade mark registration No. 2572464 MASH in classes 32 and 42, expired UK registration No. 2100719 in classes 32 and 42 and any unregistered rights that attach to said trade marks.

2. ASSIGNMENT

For good and valuable consideration paid by the Assignee to the Assignor as detailed in the Settlement Agreement (payment and sufficiency of which the Assignor acknowledges), the Assignor hereby assigns to the Assignee irrevocably and absolutely all of its legal and beneficial right, title and interest in and to the Trade Mark and all goodwill that attaches to the Trade Mark together with the right to bring proceedings and recover damages for past infringements of the Trade Mark

3. FURTHER ASSURANCE


The Assignor shall, as and when requested by the Assignee, do all acts and execute all documents as may reasonably be necessary or desirable to give full effect to this Assignment.

4. **LAW AND JURISDICTION**

This Assignment shall be governed by English Law, except applicable United States law shall apply with respect to United States trademark right. With the exception of the US trade mark right, the parties submit to the exclusive jurisdiction of the English courts and with regards to the US trade mark right, the parties submit to the exclusive jurisdiction of the courts of the United States.

EXECUTED by the parties on the date set out at the head of this Assignment:-

EXECUTED for and on behalf of Gruppo Limited by) Signed 
)
) Full Name STEPHAN PEYTON
)
) Position DIRECTOR

EXECUTED for and on behalf of Diageo North) Signed 
 America, Inc. by)
) Full Name Steven Rosenthal
)
) Position Assistant Secretary