

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
SCOTTISH & NEWCASTLE IMPORTERS CO.		02/17/2009	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SCOTTISH & NEWCASTLE LIMITED		
Street Address:	2-4 Broadway Park, South Gyle		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	EH12 9JZ		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2601095	SHOW US WHAT YOU'RE MADE OF	
CORRESPONDENCE DATA			
Fax Number:	(212)575-0671		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-790-9200		
Email:	trademark@cll.com		
Correspondent Name:	Baila H. Celedonia		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Cowan, Liebowitz & Latman, P.C.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	27440.004/BHC/GA		
DOMESTIC REPRESENTATIVE			
Name:	Baila H. Celedonia		
Address Line 1:	1133 Avenue of the Americas		

OP \$40.00 2601095

Address Line 2: Cowan, Liebowitz & Latman, P.C.
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Baila H. Celedonia
Signature:	/Baila H. Celedonia/
Date:	02/20/2009

Total Attachments: 4
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DATED

17th FEBRUARY

2009

(1) SCOTTISH & NEWCASTLE IMPORTERS CO.
(A Company incorporated in Delaware, United States)

and

(2) SCOTTISH & NEWCASTLE LIMITED
(A Company incorporated in England and Wales)

TRADE MARKS DEED OF ASSIGNMENT

TAYLOR WESSING LLP
5 New Street Square
London
EC4A 3TW

+44 (0)20 7300 7000
+44 (0)20 7300 7100
DX 41 London

Ref: RYM/CZK/SCO54.U11

TRADE MARK DEED OF ASSIGNMENT

THIS DEED is effective on 17 February 2009

BETWEEN

- (1) SCOTTISH & NEWCASTLE IMPORTERS CO, 990 A Street, Suite 404 San Rafael California 94901 (a Company incorporated in Delaware, United States) (the "Assignor"); and
- (2) SCOTTISH & NEWCASTLE LIMITED, 2-4 Broadway Park, South Gyle, Edinburgh EH12 9JZ (a Company incorporated in England and Wales) (the "Assignee").

WHEREAS

- (A) The Assignor is the proprietor of the trade mark registered and/or the subject of applications for registration in the territory or territories listed in the attached schedule, and all rights relating thereto (the "Trade Mark").
- (B) The Assignor wishes to assign and the Assignee wishes to take the assignment of the Trade Mark subject to the terms of this Agreement.

BY THIS DEED IT IS AGREED THAT

1. The Assignor hereby assigns to the Assignee all right, title and interest in and to the Trade Mark, as well as all goodwill related and attached to the Trade Mark.
2. The Assignor assigns all rights of action arising or accrued relating to the Trade Mark including, without limitation, the right to take proceedings for infringement of the Trade Mark or for passing off or for otherwise infringing the rights of the Assignor in the Trade Mark and to seek and recover damages and all other remedies for all past infringement.
3. The Assignee shall bear the cost of recording this assignment at the appropriate registries and shall, from the effective date of this Deed, hereafter bear the cost of further prosecution and registration of the applications for the Trade Mark.
4. The Trade Mark is assigned "as is". The Assignor does not give any warranties with regard to the Trade Mark, notably with regard to its validity, or non-infringement of third party rights.


5. This Deed shall be governed by, and construed in accordance with, the law of England and Wales. Any dispute or difference arising out of under or in connection with this Deed shall be referred to and finally determined by arbitration by a sole arbitrator, chosen by the parties failing which by the London Court of International Arbitration. English law shall apply to the interpretation of this clause and to any arbitration conducted under it. The arbitrator shall have power to award security for costs. The arbitration shall be conducted in the English language subject to the rules and procedures of the London Court of International Arbitration. The venue for any arbitration under this clause shall be chosen by the parties failing which by the arbitrator. The parties hereby agree to waive their right to any form of appeal to the English or any other courts insofar as such waiver can validly be made.

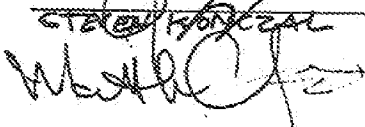
IN WITNESS whereof the parties have executed and delivered this Deed the day and year first above written.

SIGNED AS A DEED

By SCOTTISH & NEWCASTLE IMPORTERS)
CO.)

Two of its Directors/a Director)
and a Secretary)



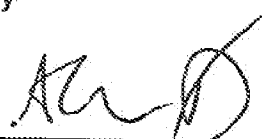
Director



Director/Secretary
MATTHEW CATANZARO

SIGNED AS A DEED

By SCOTTISH & NEWCASTLE LIMITED)

Two of its Directors/a Director)
and a Secretary)



Director


Director/Secretary
GERARD COURMAN

SCHEDULE OF TRADE MARKS

UNITED STATES

Trade Mark	Serial no.	Registration no.	Registration date
SHOW US WHAT YOU'RE MADE OF	76341479	2601095	30 July 2002