

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
Highland Distillers Limited		06/28/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Ian Macleod Distillers Limited		
Street Address:	Dunnet Way		
Internal Address:	Russell House		
City:	Broxburn		
State/Country:	UNITED KINGDOM		
Postal Code:	EH52 5BU		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1466498	TAMDHU	
CORRESPONDENCE DATA			
Fax Number:	2028428465		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-842-8800		
Email:	dctrademarks@dbr.com		
Correspondent Name:	Amy E. Carroll		
Address Line 1:	1500 K Street, N.W.,		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1209		
ATTORNEY DOCKET NUMBER:	033393-419599		
DOMESTIC REPRESENTATIVE			

OP \$40.00 1466498

Name: Amy E. Carroll
Address Line 1: 1500 K Street, N.W.
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	07/01/2012

Total Attachments: 6
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IP ASSIGNATION

BETWEEN

HIGHLAND DISTILLERS LIMITED

AND

IAN MACLEOD DISTILLERS LIMITED

RE:

INTELLECTUAL PROPERTY RIGHTS IN TAMDHU PRODUCTS

IP ASSIGNATION

between

- (1) **HIGHLAND DISTILLERS LIMITED**, incorporated in Scotland under number SC158731 and having its Registered Office at West Kinfauns, Perth, Perthshire, PH2 7XZ (the "Assignor"); and
- (2) **IAN MACLEOD DISTILLERS LIMITED** incorporated in Scotland under number SC32696 and having its Registered Office at Russell House, Dunnet Way, Broxburn, EH52 5BU (the "Assignee").

WHEREAS

- (A) The Assignor is the proprietor of the Tamdhu IP including but not limited to the Listed IP (as after defined);
- (B) Under the APA, the Assignor has agreed to assign the Tamdhu IP to the Assignee and the parties wish to record their agreement in writing.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement unless the context shall otherwise require the following words and expressions shall have the meanings hereinafter ascribed to them:

"APA"	means the asset purchase agreement entered into between the Assignor and the Assignee on or around the date hereof;
"Assets"	means the assets agreed to be sold and purchased pursuant to the APA, as more particularly described in the APA;
"Assignment"	means this assignment agreement entered into between the Assignor and the Assignee;
"Confidential Information"	means: <ol style="list-style-type: none">(a) all written information used exclusively in relation to the Assets, including all manuals, artwork, drawings, advertising materials, trade secrets, and all financial, accounting, marketing and technical information, customer and supplier lists, know-how, technology and operating procedures;(b) all other written information used exclusively in relation to the Assets and treated as confidential;(c) all notes, data, reports and other records

used exclusively in relation to the Assets (whether or not in tangible form) based on or incorporating or derived from information referred to in paragraphs (a) or (b); and

- (d) all copies (whether or not in tangible form) of the information, notes, reports and records referred to in paragraphs (a), (b) or (c).

"Goodwill"

means any goodwill arising exclusively from the Assets;

"Know How"

means anything in written form in which knowledge of how to achieve a particular result or outcome is contained and includes all inventions, methods, recipes, instructions, techniques, protocols, procedures, designs, specifications, formulae or processes used by the Assignor exclusively in relation to the Assets;

"Intellectual Property"

means any and all copyright, database rights, design rights, registered designs, patents, trade marks or applications for any of the same or the right to apply for any of the same, know-how, confidential information, business names, rights in the nature of any of the aforesaid or rights in the nature of unfair competition rights belonging to any third party or which give any third party the right to sue for passing off, inventions or any other intellectual or industrial property rights or proprietary rights of a similar nature, whether registered or not, arising anywhere in the world;

"Listed IP"

means all Intellectual Property listed in Schedule I;

"Tamdhu IP"

means any and all Intellectual Property used for or in relation to the Assets including but not limited to:

- (a) the Listed IP;
- (b) the Confidential Information;
- (c) the Know How; and
- (d) the Goodwill

2. **ASSIGNATION**

2.1 The Assignor hereby assigns to the Assignee absolutely its full right, title and interest in and to the Tamdhu IP together with:

(a) all the rights, powers, privileges and immunities and advantages conferred on the proprietor;

(c) all causes or rights of action, actually or contingent and the right to recover damages or pursue any form of financial remedy in respect of any past, existing or future infringements; and

(d) any and all common law rights and remedies in relation to such Tamdhu IP available to the Assignor as at the date of this Assignment.

3. **FURTHER ASSURANCE**

3.1 The Assignor covenants that, at the cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment including, without limitation, the registration of the Assignee as proprietor of the Listed IP at any relevant trade mark register, wheresoever situated.

3.2 The Assignor shall deliver to the Assignee as soon as reasonably practicable all its files and documents (including instruments of title and certificates of trade mark registration) relating to the prosecution and maintenance of the Tamdhu IP within such time as is reasonably possible and in any event no later than fourteen (14) days from the date of signing hereof and shall do all such things (including but not limited to signing mandates) to procure that the Assignee can access (and seek delivery of, where appropriate) files and documents held by its agents in respect of the prosecution and maintenance of the Tamdhu IP.

4. **WAIVER**

4.1 No failure or delay by the Assignee to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. **GOVERNING LAW AND JURISDICTION**

5.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

5.2 The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages together with the Schedule annexed hereto are executed as follows:-

Signed for and on behalf of
HIGHLAND DISTILLERS LIMITED

by Robin Gillies
at Edinburgh
on 28th June, 2011

Robin Gillies

Authorised Signatory
Designation

before the following witness:

Witness: *Gemma May Robson*
Name: *GEMMA MAY ROBSON*
Address: *c/o The Edinburgh Group*
2500 Great Western Road, Glasgow

Signed for and on behalf of
IAN MACLEOD DISTILLERS LIMITED

by Leonard Russell
at Edinburgh
on 28th June, 2011

Leonard Russell

Director
Designation

before the following witness:

Witness: *Gemma May Robson*
Name: *GEMMA MAY ROBSON*
Address: *c/o The Edinburgh Group*
2500 Great Western Road, Glasgow

THIS IS THE SCHEDULE IN 1 PART REFERRED TO IN THE FOREGOING AGREEMENT
BETWEEN HIGHLAND DISTILLERS LIMITED AND IAN MACLEOD DISTILLERS LIMITED
DATED JUNE 2011

THE SCHEDULE

Part 1

The Listed IP

Section A – Intellectual Property registered or for which an application has been made

1. TRADE MARKS

Mark	Registration / application number	Jurisdiction(s)	Filing date	Renewal date
TAMDHU	727875	CTM	20/01/1998	20/01/2018
TAMDHU	261513	Australia	30/08/1972	30/08/2017
TAMDHU	A193099	Canada	23/11/1972	03/08/2018
TAMDHU	76799	Norway	20/07/1968	19/06/2019
TAMDHU	72/4446	South Africa	29/08/1972	29/08/2012
TAMDHU	111716	Sweden	16/12/1963	31/12/2014
TAMDHU	366411	Switzerland	22/07/1988	22/07/2018
TAMDHU	957655	United Kingdom	02/04/1970	02/04/2015
TAMDHU	1415649	United Kingdom	22/02/1990	22/02/2017
TAMDHU	1466498	USA	02/09/1986	24/11/2017

The CTM Trade Mark covers Austria, Netherlands, Belgium, Bulgaria, Luxembourg, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Greece, Germany, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and UK.

The CTM trade mark and UK trade mark (1415649) are restricted: when used in relation to whisky or whisky based liqueurs, they can only be used in relation to Scotch whisky or to Scotch whisky based liqueurs.

All the trade marks are owned by the Vendor.