

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
White Rock Distilleries, Inc.		08/29/2012	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Quintessential Brands SA		
Street Address:	121 Avenue de la Faiencerie		
City:	L-1511 Luxembourg		
State/Country:	LUXEMBOURG		
Entity Type:	CORPORATION: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78707115	Q QUINTESSENTIAL	
CORRESPONDENCE DATA			
Fax Number:	7344184279		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7344184278		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennfier Sheehan Anderson		
Address Line 1:	39400 Woodward Ave., Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	218537-332317 ASSIGNMENT		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

CH \$40.00 78707115

Address Line 4:

NAME OF SUBMITTER:	Jennifer Sheehan Anderson
Signature:	/Jennifer Sheehan Anderson/
Date:	01/08/2013

Total Attachments: 16

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White Rock Distilleries, Inc.

and

G&J Greenall Group Limited

ASSIGNMENT OF TRADE MARK RIGHTS

WILMERHALE 

TWM/2207328.00123

THIS DEED is made on 29 August 2012

BETWEEN:

- (1) **WHITE ROCK DISTILLERIES, INC.** incorporated in the state of Maine, USA whose principal office is c/o Bernstein Shur, 100 Middle Street, Portland, Maine 04101 USA ("Seller"); and
- (2) **G&J GREENALL GROUP LIMITED** incorporated and registered in England with company number 07604275 whose registered office is at Distribution Point, Melbury Park, Clayton Road, Birchwood, Warrington, Cheshire WA3 6PH United Kingdom ("Purchaser").

WHEREAS:

- (A) The Seller has agreed to assign Seller's rights in and to the Trade Mark Rights (defined below) to the Purchaser on the terms set out in this Agreement.
- (B) The Seller and the Purchaser have also agreed to terminate a supply agreement for the supply of bulk gin to the Seller by the Purchaser.

IT IS AGREED as follows:

1. **INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause 1.1 apply in this Agreement.

"**Agreement**" the agreement constituted by this deed;

"**encumbrance**" includes any interest or equity of any person (including, without limitation, any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, or other priority interest, deferred purchase, title retention, trust, leasing, right of set off or any other security interest, agreement or arrangement whatsoever having the same commercial or economic effect as security over or in any property, assets or rights;

"**First Agreement**" means an agreement relating to the assignment of trade marks and the supply of bulk gin dated 29 July 2005 and made between (1) Seller and (2) De Vere Group plc trading as G&J Greenall ("**Greenalls**"), the interest of Greenalls in such agreement being subsequently acquired by the Purchaser from Greenalls on 5 August 2011;

"**Knowledge of Seller**" means the actual knowledge of the following individuals: Paul Coulombe, Chief Executive Officer of Seller and John Suczynski, Chief Financial Officer of Seller, without specific due diligence or inquiry save for that which would reasonably be expected of persons with such seniority;

"**Register**" the register of trade marks at the United States Patent and Trademark office;

"**Territory**" means the territory comprising the United States of America ("**USA**"), Canada, Central America, South America and the Carribean Islands, as well as duty free outlets in the USA and cruise lines operating out of the USA;

"**Trade Mark Rights**" means, together,:

- (a) those registered trade marks, applications, unregistered trade marks and domain names short particulars of which are set out in the Schedule hereto; and

- (b) all and any designs on labels, symbols, marketing materials, packaging design, website design, bottle design rights, know-how and copyrights associated with the items referred to in (a) above.

in each case as applied in the Territory; and

“VAT” means value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that directive or any predecessor to it, or supplemental to that directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and any reference to writing or written includes faxes but not e-mail.
- 1.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of \$50,000 (Fifty Thousand US Dollars) receipt of which the Seller acknowledges, the Seller hereby assigns and transfers to the Purchaser absolutely and free of any encumbrance any and all of its right, title and interest in and to the Trade Mark Rights, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Mark Rights;
- (b) all goodwill relating to the business arising out of the Trade Mark Rights;
- (c) all statutory and common law rights attaching to the Trade Mark Rights in the Territory;
- (d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief by way of damages and other relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Mark Rights whether occurring before, on or after the date of this Agreement; and
- (e) marketing materials, packaging materials, bottles, bottle moulds, and other physical product, finished goods, promotional items and know how relating to the Trade Mark Rights.

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3. **VAT**

If the payment pursuant to clause 2 constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Seller, the purchase price shall be deemed to include an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply by Seller.

4. **WARRANTIES**

4.1 The Seller represents and warrants to the Purchaser that it is the sole legal and beneficial owner of the registered trade mark set out in the Schedule hereto.

4.2 The Seller represents and warrants to the Purchaser that to the best of the Knowledge of the Seller:

(a) all application, registration, renewal and other fees in respect of each of the Trade Mark Rights listed in the Schedule that may be due prior to December 31, 2012 have been paid;

(b) it has not licensed or assigned any of the Trade Mark Rights (or rights deriving thereunder) nor given any third party permission to use any Trade Mark Rights;

(c) it is unaware of any infringement of the registration of any of the Trade Mark Rights (to the extent registerable) or of any reason why any registration may be capable of being expunged from the Register for any reason whatsoever;

(d) no claim has been made by a third party that disputes the right of the Seller to use any Trade Mark, and it is unaware of any circumstances likely to give rise to a claim;

(e) it is unaware of any use by any third party of any of the marks set out in the Schedule or any mark similar to any of them in connection with goods sold or supplied by the Seller in the Territory at any time; and

(f) there are not existing any:

(i) distribution agreements or distribution commitments;

(ii) product liability claims that would damage goodwill,

in each case in (i) or (ii) above relating to goods the subject of the Trade Mark Rights either within or outside the Territory.

5. **FURTHER ASSURANCE**

5.1 The Seller shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents (including a transfer document to its nominee for the purpose of registration on the Register), required by law or which the Purchaser reasonably requests to vest in the Purchaser the full benefit of the right, title and interest assigned to the Purchaser under this Agreement.

5.2 The Seller shall do the following at the Purchaser's cost and direction, pending formal registration or recordal of the assignment of the Trade Mark Rights, listed in the Schedule, to the Purchaser:

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- (a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
- (c) provide the Purchaser with all information and other assistance required to enable the Purchaser to prepare, file or prosecute applications for registration of any of the Trade Mark Rights (including producing, in the appropriate form, any evidence of its use of the Trade Mark Rights);
- (d) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Purchaser; and
- (e) provide the Purchaser with all information and other assistance required by the Purchaser to conduct, defend or settle any relevant claims, actions or proceedings.

5.3 The Seller shall deliver to the Purchaser (or the Purchaser's nominee) as soon as practicable after the date of this Agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Mark Rights and, in relation to items referred to in clause 2(e) hereof, confirmation that such items have been destroyed or do not exist.

6. CONFIDENTIALITY AND WAIVER

6.1 Each of Seller and Purchaser shall receive and maintain all information on the Trade Mark Rights and all and any other information about this Agreement (and the consideration paid under clause 2) and the businesses or affairs of the other relating strictly confidential, and shall not at any time disclose any such received information to any third party (other than their officers and employees) provided that such Party shall be liable to the other Party under this clause for any breach by such persons of the obligation of confidentiality.

6.2 The Seller and Purchaser shall use such received information only to the extent necessary or permitted by this Agreement, or required by law. The Seller and Purchaser shall take all reasonable steps to ensure that their respective affiliated companies, agents, officers, employees, representatives, consultants and advisors maintain the obligations of confidentiality imposed on the Seller and the Purchaser.

6.3 Paragraph 6.1 shall not apply to any information which:

- (a) was already known to the receiving party at the time of its disclosure by the disclosing party, provided that the receiving party notifies the disclosing party of any such information within thirty (30) business days of its disclosure by the disclosing party to the receiving party;
- (b) has been published or is otherwise within the public knowledge or is generally known to the public or has come into the public domain without any breach of this Agreement;
- (c) became known or available to the receiving party from a source having the right to make such disclosure to the receiving party and without restriction on such disclosure to the receiving party; and

(d) is disclosed to the public and is generally available to the public as a result of compliance with any applicable law or regulation.

6.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement 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.

7. ENTIRE AGREEMENT AND ASSIGNMENT

7.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter and shall be binding upon and shall enure for the benefit of the parties and their respective successors and (in the case of the Purchaser) any assignee.

7.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

7.3 Nothing in this clause 7 shall limit or exclude any liability for an intentional misrepresentation of fact by any party that is made to induce the other party to act or omit from action.

7.4 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7.5 This Agreement and any benefit derived therefrom (subject to the burden) is capable of being assigned at any time by the Purchaser without notice to the Seller.

8. FIRST AGREEMENT

The Purchaser and the Seller agree that the First Agreement, with effect from the date of this Agreement, shall terminate and cease to have effect (save for clause 15.2 thereof which will continue to have effect) and the Purchaser and Seller hereby waive all and any claims each may have against the other (if any) under the First Agreement.

9. SEVERANCE

9.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

10. COUNTERPARTS AND THIRD PARTY RIGHTS

10.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

10.2 No person other than a party to this Agreement, or any assignee of the Purchaser pursuant to clause 7.5, shall have any rights to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

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11. **NOTICES**

11.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

(a) Seller:

White Rock Distilleries, Inc.
c/o Bernstein Shur
100 Middle Street
Portland, Maine 04101
Attn: John L. Carpenter
Fax: 001 (207) 774-1200

(b) Purchaser:

G&J Greenall Group Limited
Clayton Road
Birchwood
Warrington
Cheshire WA3 6PH
Attn: Ed Baker, Finance Director
Fax: 011 44 (0)1925 286485

or as otherwise specified by the relevant party by notice in writing to each other party.

11.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address for the contact referred to in this clause;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

11.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

12. **LIMITATION OF LIABILITY**

12.1 Notwithstanding anything in this Agreement to the contrary, the Seller shall not have any liability to the Purchaser under this Agreement with respect to any matter, claim or breach including any breach of representation, warranty or covenant, in excess of Fifty Thousand Dollars (\$50,000.00) ("**Liability Cap**") and the Purchaser agrees that the Seller's liability under this Agreement is expressly limited to and capped at the Liability Cap.

13. **GOVERNING LAW AND JURISDICTION**


13.1 This Agreement 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 England and Wales.

13.2 The parties irrevocably agree that the courts of England and Wales shall have non-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 this Agreement has been executed and delivered as a Deed on the date above.

**SCHEDULE
TRADE MARK RIGHTS**

REGISTERED TRADE MARK

Filed	Serial No	Mark	Goods/Services	Reg No	Reg Date
9/6/2005	78707115		IC 33 -- alcoholic beverages, namely gin	3224142	4/3/2007

UNREGISTERED TRADE MARKS

Mark	Description
Q	N/A
Daresbury's Quintessential	Words and design formerly USA registration number 2376974 and cited incorrectly as the trade mark "Quintessential" in the First Agreement.
Quintessential	N/A

EXECUTED as a deed duly authorised for)
and on behalf of)
WHITE ROCK DISTILLERIES, INC.)
in the presence of:

Name:

Address:

Occupation:

EXECUTED as a deed duly authorised for)
and on behalf of)
G&J GREENALL GROUP LIMITED)
in the presence of:

Name: *DAVID MORLEY*

Address: *MAPLE COTTAGE, 21 OAKFIELD, LODSWORTH, GU28 9BL*


Occupation: *POLO MANAGER .*

EXECUTED as a deed duly authorised for
and on behalf of
WHITE ROCK DISTILLERIES, INC.
in the presence of:

Name: Phil Pedro

Address: 21 Saratoga St.
Lewiston, ME 04241-1829

Occupation: Director of IT

) 
.....
John M. Suczynski
COO / CFO

EXECUTED as a deed duly authorised for
and on behalf of
G&J GREENALL GROUP LIMITED
in the presence of:

Name:

Address:

Occupation:

)
)
)

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into as of August 29, 2012 between (1) White Rock Distilleries, Inc., a Maine corporation, having an address of 21 Saratoga Street, Lewiston, Maine 04241 ("Assignor"), (2) Quintessential Brands SA, a company incorporated and registered in Luxembourg with number B116094 which has its registered office at 121 Avenue de la Faïencerie, L-1511 Luxembourg ("Assignee"); and (3) G&J Greenall Group Limited, a company incorporated and registered in England with company number 07604275 whose registered office is at Distribution Point, Melbury Park, Clayton Road, Birchwood, Warrington, Cheshire WA3 6PH United Kingdom ("Greenalls");

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. registrations for the mark set forth on Exhibit A, and certain rights in and to the unregistered marks set forth on Exhibit B (collectively, the "Mark");

WHEREAS, Assignor entered into an Assignment of Trademark Rights with Greenalls dated contemporaneously herewith ("Agreement"), in which Assignor has agreed to sell and transfer to Greenalls all right, title and interest in and to the Marks and for such rights to be registered in the name of such nominee that Greenalls may direct; and

WHEREAS, Assignor therefore wishes to assign its entire right, title and interest in and to the Marks and the goodwill associated therewith to Assignee, Assignee desires to accept the Marks and the goodwill associated therewith and Greenalls directs the Assignor to assign to the Assignee.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Marks, together with the goodwill associated therewith, including without limitation, the right to sue for past infringement, and all registrations and applications therefor, including those set forth at Exhibits A and B.
2. Greenalls hereby directs the Assignor to make the transfer and assignment in 1. above and consents to it for all purposes.
3. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns. In the case of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall govern.
4. English law shall apply in the interpretation of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year above.

ASSIGNOR:

WHITE ROCK DISTILLERIES, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

QUINTESSENTIAL BRANDS SA

By: W. Scott

Name: WM SCOTT

Title: DIRECTOR

GREENALL'S

By: W. Scott

Name: WM SCOTT

Title: DIRECTOR

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

REGISTERED TRADEMARKS


Filed	Serial No	Mark	Goods/Services	Reg No	Reg Date
9/6/2005	78707115		IC 33 – alcoholic beverages, namely gin	3224142	4/3/2007

EXHIBIT B TO TRADEMARK ASSIGNMENT AGREEMENT

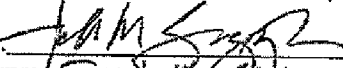
UNREGISTERED/REGISTERED TRADE MARKS

Mark	Description
Q	N/A
Daresbury's Quintessential	Words and design formerly USA registration number 2376974 and cited incorrectly as the trade mark "Quintessential" in the First Agreement.
Quintessential	N/A

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year above.

ASSIGNOR:

WHITE ROCK DISTILLERIES, INC.

By: 
Name: JOHN M. SISK
Title: CEO

ASSIGNEE:

QUINTESSENTIAL BRANDS SA

By: _____
Name: _____
Title: _____

GREENALLS:

By: _____
Name: _____
Title: _____

28 November 2012

Tim Matthews

Edmund Baker
G&J Greenall
Clayton Road
Birchwood
Warrington
WA3 6PH

+44 (0)20 7645 2504 (t)
+44 (0)20 7645 2424 (f)
tim.matthews@wilmerhale.com

Dear Ed

Assignment of Q Trade Mark
from White Rock Distilleries, Inc.

I refer to the enquiry received from Alastair Rawlence at Novagraaf UK dated 27 November. This stems from a question raised by Novagraaf's US attorney.

I am pleased to be able to confirm the situation. As you know English Law applies to the interpretation of the following 2 documents both dated 29 August 2012:

1. Assignment Agreement: (1) White Rock Distilleries, Inc and (2) G&J Greenall Group Limited; and
2. Assignment: (1) White Rock Distilleries Inc (2) Quintessential Brands SA and (3) G&J Greenall Group Limited.

The way the transaction was structured was relatively normal for an English Law deal:

Document 1 above has the following provision at clause 5.1 (also marked as "A" in the margin of the attachment):

"... (including a transfer document to its nominee for the purpose of registration on the Register) ..."

Document 2 then picks up this concept in the second recital (marked as "B" in the margin of the attachment) with the words:

"... and for such rights to be registered in the name of such nominee that Greenalls may direct ..."

Wilmer Cutler Pickering Hale and Dorr LLP, Alder Castle, 10 Noble Street, London EC2V 7QJ

Beijing Berlin Boston Brussels Frankfurt London Los Angeles New York Oxford Palo Alto Waltham Washington

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Edmund Baker
28 November 2012
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It is Quintessential Brands SA who is the nominee of G&J Greenall Group Limited.

You will see that G&J Greenall Group Limited is a party to Document 2 and the reason for this is because of clause 2 (marked as "C" in the margin of the attachment) which confirms the position as follows:

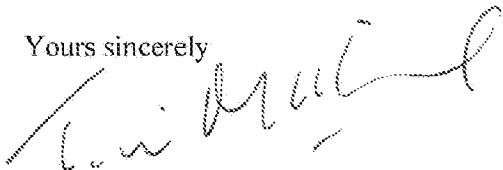
"2. Greenalls hereby directs the Assignor to make the transfer and assignment in 1. above and consents to it for all purposes."

Clause 1 of Document 2 assigns to Quintessential Brands SA as it is the nominee for G&J Greenall Group Limited.

Accordingly, as a matter of English Law the Q trade mark acquired from White Rock has been assigned to Quintessential Brands SA for entry in the various trade mark registers and not to two parties. Therefore no further document is required.

I trust this clarifies the point so that the registration process can continue but please let me know if you require further details.

Yours sincerely



Tim Matthews
Partner

Encs.