

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brett Ratner		11/20/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Diageo North America, Inc.		
Street Address:	801 North Main Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86564115	THE HILHAVEN LODGE	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 735-2517		
Email:	smarquez@skadden.com		
Correspondent Name:	Oren Epstein		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	117650/2		
NAME OF SUBMITTER:	Oren Epstein		
SIGNATURE:	/Oren Epstein/		
DATE SIGNED:	12/11/2015		
Total Attachments: 7			
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Exhibit B

Short Form Agreement

Confirmation of Trademark License Agreement

I, Brett Ratner, an individual resident of California (“**Licensor**”), owner of the trademarks THE HILHAVEN LODGE and the Hilhaven logo, (set forth on Schedule A) in the U.S. and certain other countries in connection with beverage alcohol products, including the trademark applications and registrations set forth on **Schedule A** (the “**Trademarks**”), have licensed Diageo North America, Inc., a Connecticut corporation having its principal place of business at 801 North Main Avenue, Norwalk, Connecticut 06851 (“**Diageo**”), the right to use my said Trademarks in the U.S. and certain other countries under the terms and conditions stated in a License Agreement, by and among Licensor, Diageo, and Hilhaven Brands LLC dated November 20, 2015 (the “**License Agreement**”), which License Agreement includes, among other terms, the terms generally described below. For the avoidance of doubt, the below is a general description of certain terms included in the Licensed Agreement and does not amend, modify, supplement or otherwise change any of the terms in the License Agreement.

1. License Grant to Diageo

Subject to the terms of the License Agreement, the license granted to Diageo to the Trademarks is an exclusive, perpetual, and sublicensable (solely to certain defined sublicensees for use on behalf of Diageo’s and its affiliates’ businesses) license in the U.S. and certain other countries to use the Trademarks in connection with the manufacture, advertising, marketing, promotion, merchandising, distribution, and sale of any beverage alcohol products. The License Agreement may only be terminated upon certain enumerated conditions expressly set forth in the License Agreement. Such enumerated terms are the sole grounds for termination of the License Agreement.

2. Quality Control

The License Agreement contains provisions regarding quality control of the products bearing the Trademarks.

3. **Transfer of the Trademarks to Diageo**

The License Agreement contains provisions pursuant to which Diageo is granted (i) the option, beginning on the fifteenth (15th) anniversary of the effective date of the License Agreement, to convert the license to a fully-paid, worldwide, irrevocable, perpetual license and (ii) the right, under certain circumstances, to own the Trademarks or acquire the Trademarks from the Licensor.

4. **Restrictions on Transfer**

- a. The License Agreement provides Diageo with (i) a right of first offer over any proposed sale or transfer of the Trademarks and/or any variations thereof consisting of or incorporating HILHAVEN, including any confusingly similar variations thereof and (ii) following any exclusive right of first offer period, the right to match any third-party purchase offer if the sale price is equal to or below the lowest sale price offered to Diageo during the relevant preceding right of first offer period.
- b. Prior to entering into any permitted third-party sale agreement, the License Agreement obligates Licensor to expressly disclose Diageo's rights to any such third-party purchaser or transferee and bind such third party to expressly comply with the terms of the License Agreement. Under the License Agreement, all rights and obligations of Licensor with respect to the Trademarks shall be deemed assigned automatically to any such third party who acquires such Trademarks.
- c. The License Agreement prohibits Licensor from selling or otherwise transferring, or offering to sell or otherwise transfer, the Trademarks in relation to beverage alcohol products to any third party at any time prior to fifteen (15) years from the effective date of the License Agreement. Further, in the event that Licensor (or his affiliates) desires to sell or transfer the Trademarks during such fifteen (15) year period, Licensor shall notify Diageo in writing and Diageo shall have the exclusive right to acquire the Trademarks for an amount set forth in the License Agreement.
- d. Except to Diageo as set forth in the License Agreement, the License Agreement prohibits the assignment or transfer of individual trademarks included within the Trademarks

- e. The License Agreement prohibits Licensor from, directly or indirectly, granting rights to anyone else to use, or otherwise authorize the use of, the Trademarks in connection with the manufacturing, distribution, or sale of any beverage alcohol product anywhere in the world.

5. Assignment

Subject to the automatic assignment generally described in Section 4(b) above, the License Agreement may not be assigned by Licensor or Diageo, by operation of law or otherwise, without the prior written consent of the other parties to the License Agreement (not to be unreasonably withheld, conditioned, or delayed); provided, however, that Diageo may assign its rights and obligations under the License Agreement, without the consent of the other parties, in whole or in part, to any of Diageo's affiliates or to any third party that is a nationally recognized and reputable manufacturer or supplier of beverage alcohol.

6. Governing Law of this Agreement; WAIVER OF JURY TRIAL; Counterparts

- a. This Confirmation of Trademark License Agreement shall be governed by and construed and enforced in accordance with and governed by the internal laws of the State of New York without regard to the conflicts of law rules thereof. Jurisdiction of any dispute shall be the United States District Court for the Southern District of New York. Each of the parties irrevocably agrees that such suits, actions or proceedings may only be commenced or prosecuted in such court, and each irrevocably waives any claim that any such court constitutes an inconvenient forum for the prosecution of such suit, action or proceeding. Each of the Parties irrevocably agrees not to seek the transfer of any such suit, action or proceeding to any court located outside of the United States District Court for the Southern District of New York.
- b. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS CONFIRMATION OF TRADEMARK LICENSE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- c. This Confirmation of Trademark License Agreement may be executed in counterparts (and may be executed and delivered via signed copies sent electronically in counterparts), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Confirmation of Trademark License Agreement or any counterpart hereof to produce or account for any of the other counterparts.

[Signature Page Follows]

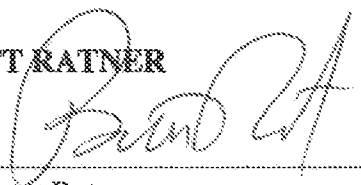
IN WITNESS WHEREOF, the parties have executed this Confirmation of Trademark License Agreement to be effective as of the date of the License Agreement.

Licensor

BRETT RATNER

By: _____

Brett Ratner



Licensee

DIAGEO NORTH AMERICA, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Confirmation of Trademark License Agreement to be effective as of the date of the License Agreement.

Licenser

Licensee

BRETT RATNER

DIAGEO NORTH AMERICA, INC.

By: _____
Brett Ratner

By: Janet Pfeiffer
Name: Janet Pfeiffer
Title: Assistant Secretary

Schedule A

Hilhaven Logo



Trademark Applications and Registrations

Mark	Jurisdiction	App. No.	Filed	Owner	Status Goods
THE HILHAVEN LODGE	U.S. Federal	(86564115)	(13-MAR-2015)	Brett Ratner	Pending class 33: Alcoholic beverages except beer.