

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378443

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Slane Castle Limited		06/02/2015	Corporation: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Slane Castle Irish Whiskey Limited		
<b>Street Address:</b>	Slane Castle		
<b>City:</b>	Slane, Co. Meath		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Corporation: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3694362	SLANE CASTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154465225		
<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>			
<b>Phone:</b>	4154465225		
<b>Email:</b>	jdpilegal@jdpi.com		
<b>Correspondent Name:</b>	David S. Gooder		
<b>Address Line 1:</b>	4040 Civic Center Drive		
<b>Address Line 4:</b>	San Rafael, CALIFORNIA 94903		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	David S. Gooder		
<b>Address Line 1:</b>	4040 Civic Center Drive, Suite 528		
<b>Address Line 2:</b>	Brown-Forman Brands		
<b>Address Line 4:</b>	San Rafael, CALIFORNIA 94903		
<b>NAME OF SUBMITTER:</b>	David S. Gooder		
<b>SIGNATURE:</b>	//David S. Gooder//		
<b>DATE SIGNED:</b>	03/29/2016		
<b>Total Attachments: 7</b>			
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**DATED 2 JUNE 2015**

**(1) SLANE CASTLE LIMITED**  
**AND**  
**(2) SLANE CASTLE IRISH WHISKEY LIMITED**

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**TRADE MARK ASSIGNMENT**

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**MATHESON**  
70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

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FAX + 353 1 232 3333  
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**TRADEMARK**  
**REEL: 005760 FRAME: 0534**

**THIS DEED OF ASSIGNMENT** made on 2 June 2015 (the "**Assignment**")

**BETWEEN**

- (1) **SLANE CASTLE LIMITED**, a company incorporated under the laws of Ireland (Registration No. 57462) having its registered office at Slane Castle, Slane, Co. Meath, Ireland (the "**Assignor**");

**AND**

- (2) **SLANE CASTLE IRISH WHISKEY LIMITED**, a company incorporated under the laws of Ireland (Registration No. 468206) having its registered office at Slane Castle, Slane, Co. Meath, Ireland (the "**Assignee**").

**RECITALS**

- A. The Assignor is the sole legal and beneficial owner of the Trade Marks.
- B. The Assignor desires to assign, and the Assignee wishes to receive, all of the Assignor's right, title and interest in and to the Trade Marks on the terms set out in this Assignment.

**NOW THIS ASSIGNMENT WITNESSES AS FOLLOWS:**

**DEFINITIONS**

"**Trade Marks**" mean the trade marks described in the Schedule and all the goodwill attaching to those trade marks and all versions, adaptations and derivatives thereof.

**1 ASSIGNMENT**

In consideration of the sum of €1 now paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged) the Assignor as owner hereby assigns to the Assignee its successors and assigns absolutely and free from all liens, charges and encumbrances:

- (a) all the Assignor's property, right, title and interest in and to the Trade Marks (including copyright in the Trade Marks); **TOGETHER** with
- (b) any and all goodwill associated with each of the Trade Marks and the benefit of any use of each of the Trade Marks; and
- (c) all the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement of the Trade Marks and / or any violation of any common law rights (whether past, present or future) in connection with the Trade Marks

**TO HOLD, USE, EXERCISE AND ENJOY** the same unto the Assignee, its successors and assigns absolutely for the whole period of such rights for the time being capable of being assigned by the Assignor.

**2 FURTHER ASSURANCE**

The Assignor will, upon written request and at the sole cost and expense of the Assignee execute all such further assignments, transfers, deeds, documents or other assurances and to

do all further acts and things as the Assignee may require in order to enable the Assignee to become registered as the proprietor or owner of the Trade Marks and otherwise to secure the benefit of the Trade Marks assigned under this Assignment.

### **3 OWNERSHIP OF THE TRADE MARKS**

3.1 The Assignor warrants that:

3.1.1 it owns, or as appropriate, has the right to make this Assignment of Trade Marks;

3.1.2 at the date of this Assignment, the Trade Marks are free of any licence, mortgage, charge or other encumbrance;

3.1.3 it is unaware of any past or present allegation or claim that the Trade Marks infringe the rights of any third party; and

3.1.4 no proceedings have been instituted or filed alleging that the Trade Marks infringe the rights of any third party.

3.2 The Assignor indemnifies the Assignee against all actions, suits, proceedings, claims, demands, costs (including trade mark prosecution and legal costs) or losses (including loss of profits) which arise as a result of the breach of any of the warranties or obligations in clause 3.1 above. This indemnity is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

### **4 COUNTERPARTS**

This Assignment may be executed in more than one counterpart, each of which shall be deemed to and shall come into force once both the Assignor and Assignee have executed and delivered such a counterpart in identical form.

### **5 TAXES AND DUTIES**

The Assignee shall be liable for any taxes or duties payable on this assignment and all such taxes and duties shall be for the Assignee's account.

### **6 SEVERABILITY**

In the event any provision, clause, sentence, phrase, or word of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the Assignment or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

### **7 GOVERNING LAW AND JURISDICTION**

This Assignment shall be subject to the laws of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland.

IN WITNESS WHEREOF, this Assignment has been executed as a Deed on the day and year first above written.

**PRESENT** when the Common Seal of **SLANE CASTLE LIMITED** was affixed hereto

Director

Director / ~~Secretary~~

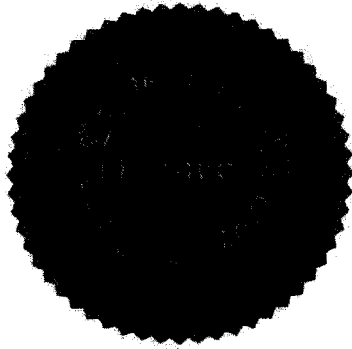
**PRESENT** when the Common Seal of **SLANE CASTLE IRISH WHISKEY LIMITED** was affixed hereto

Director

~~Director / Secretary~~

For and on behalf of Matsack Trust Limited

Secretary



**SCHEDULE**  
Community trade marks

Trade Mark	Number	Classes	Status	Registration Date
SLANE CASTLE	006564254	4, 16, 25, 32, 33, 41	Registered	4 June 2009

International trade marks

Trade Mark	Number	Jurisdiction	Class	Status	Status	Date of grant of protection
SLANE CASTLE	1100237	China	33	Protected / Registered	Protected / Registered	5 July 2012
SLANE CASTLE	1100237	Japan	33	Protected / Registered	Protected / Registered	5 July 2012
SLANE CASTLE	1100237	Russia	33	Protected / Registered	Protected / Registered	20 December 2012
SLANE CASTLE	1100237	Vietnam	33	Protected / Registered	Protected / Registered	10 January 2013

United States trade marks

Trade Mark	Number	Classes	Status	Registration Date
SLANE CASTLE	3694362	IC 014; IC 016; IC 025; IC 032; IC 033; IC 041	Registered (Supplemental Register )	6 October 2009



**(1) SLANE CASTLE LIMITED**

**AND**

**(2) SLANE CASTLE IRISH WHISKEY LIMITED**

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**TRADE MARK ASSIGNMENT**

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**MATHESON**

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Ireland

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Fax: + 353 1 232 3333