

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark License Agreement
EFFECTIVE DATE:	07/01/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chivas Brothers (Americas) Limited		06/08/2005	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Chivas Brothers Limited
Street Address:	111-113 Renfrew Road
City:	Paisley
State/Country:	UNITED KINGDOM
Postal Code:	PA3 4DY
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	806464	100 PIPERS
Registration Number:	309456	CHIVAS
Registration Number:	325152	CHIVAS REGAL
Registration Number:	2523320	CHIVAS REGAL 12 CLUB CHIVAS REGAL
Registration Number:	621894	CHIVAS REGAL BLENDED SCOTCH WHISKEY PRODUCE OF SCOTLAND FOUNDED 1801
Registration Number:	614958	ROYAL SALUTE

CORRESPONDENCE DATA

Fax Number: (646)424-0880
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 646 424 0770
 Email: mag@scgb-law.com
 Correspondent Name: Meyer A. Gross

CH \$165.00 806464

Address Line 1: 292 Madison Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10017

DOMESTIC REPRESENTATIVE

Name: Schweitzer Cornman Gross & Bondell LLP
Address Line 1: 292 Madison Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Meyer A. Gross
Signature:	/Meyer A. Gross/
Date:	07/27/2005

Total Attachments: 3
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TRADE MARK LICENCE AGREEMENT

BETWEEN

- (1) **CHIVAS BROTHERS (AMERICAS) LIMITED**, a company incorporated in Scotland under the Companies Act (registered number SC222300) and having a trading address at 111-113 Renfrew Road, Paisley PA3 4DY (the "Licensor"); and
- (2) **CHIVAS BROTHERS LIMITED**, a company incorporated in Scotland under the Companies Act (registered number SC268758) and having its registered office at 111-113 Renfrew Road, Paisley PA3 4DY (the "Licensee")

WHEREAS:

The Licensor has agreed to grant to the Licensee an exclusive worldwide licence to use the Trade Marks appearing in the attached schedule subject to the terms and conditions of this Agreement;

NOW THEREFORE it is hereby agreed as follows:-

1. This Agreement shall come into force on 1 July 2004 (the "Grant Date") and unless terminated under the other terms of this Agreement shall remain in force for twenty five years.
2. The licence granted by this Agreement is royalty-free.
3. This Agreement concerns all of the products in respect of which the trade marks under this agreement are registered;
- 4.1 The Licensee shall comply with the reasonable standards of quality, design and presentation applied or approved by the Licensor from time to time which shall generally be of no lesser standard than those in operation by the Licensor at the Grant Date.
- 4.2 The Licensee shall supply to the Licensor at the Licensor's reasonable request, representative samples of products and other materials, including marketing materials, and shall permit representatives of the Licensor to inspect its relevant operations during normal working hours on reasonable notice.

5. The Licensor may terminate this Agreement with immediate effect by giving written notice to the Licensee if:

- 5.1 the Licensee commits any breach of this Agreement which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 90 days of notice from the Licensor to do so; or
- 5.2 the Licensee becomes insolvent or ceases whether voluntarily or not to carry on business in the goods of permitted use; or
- 5.3 there is a change of control in the Licensee.

6. This Agreement shall be construed in accordance with the law of Scotland and insofar as not already subject thereto, the parties hereto submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed

at Parley this 8th day of June 2005.

For CHIVAS BROTHERS (AMERICAS)
LIMITED



Name: STUART MACNAB
Position: COMPANY SECRETARY

For CHIVAS BROTHERS LIMITED



Name: STUART MACNAB
Position: COMPANY SECRETARY

BEFORE ME: _____

(Notary Public)

SCHEDULE - UNITED STATES OF AMERICA

COUNTRY	TRADE MARK	NUMBER
UNITED STATES OF AMERICA	100 PIPERS	806464
UNITED STATES OF AMERICA	CHIVAS	309456
UNITED STATES OF AMERICA	CHIVAS REGAL	325152
UNITED STATES OF AMERICA	CHIVAS REGAL 12 CLUB CHIVAS REGAL & Design	2523320
UNITED STATES OF AMERICA	CHIVAS REGAL Label	621894
UNITED STATES OF AMERICA	ROYAL SALUTE	614958