

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | LICENSE AGREEMENT |

**CONVEYING PARTY DATA**

| Name                         | Formerly | Execution Date | Entity Type                 |
|------------------------------|----------|----------------|-----------------------------|
| CHIVAS HOLDINGS (IP) LIMITED |          | 08/27/2009     | CORPORATION: UNITED KINGDOM |

**RECEIVING PARTY DATA**

|                 |                             |
|-----------------|-----------------------------|
| Name:           | CHIVAS BROTHERS LIMITED     |
| Street Address: | 111-113 Renfrew Road        |
| City:           | Paisley PA3 4DY, Scotland   |
| State/Country:  | UNITED KINGDOM              |
| Entity Type:    | CORPORATION: UNITED KINGDOM |

**PROPERTY NUMBERS Total: 18**

| Property Type        | Number   | Word Mark  |
|----------------------|----------|--|
| Registration Number: | 0309456  | CHIVAS   |
| Registration Number: | 0325152  | CHIVAS REGAL   |
| Registration Number: | 0332714  | CLAN CAMPBELL  |
| Registration Number: | 0614958  | ROYAL SALUTE   |
| Registration Number: | 0621894  | CHIVAS REGAL BLENDED SCOTCH WHISKEY PRODUCE OF SCOTLAND FOUNDED 1801 |
| Registration Number: | 0782959  | PASSPORT   |
| Registration Number: | 0806464  | 100 PIPERS   |
| Registration Number: | 0835231  | BOODLES  |
| Registration Number: | 1857845  | ABERLOUR   |
| Registration Number: | 1989189  | STRATHISLA   |
| Registration Number: | 2014415  | GLEN KEITH   |
| Registration Number: | 3058704  | CHIVAS   |
| Registration Number: | 3114599  | CHIVALRY   |
| Serial Number:       | 77478925 | LIVE WITH CHIVALRY   |

CH \$465.00 0309456

**900146517**

**TRADEMARK  
 REEL: 004087 FRAME: 0750**

|                |          |   |
|----------------|----------|---|
| Serial Number: | 77478879 | CHIVALRY  |
| Serial Number: | 77686184 | TREIBHIREAS-BUNAITEACHD FOUNDED 1801              |
| Serial Number: | 77692591 | CHIVAS REGAL BLENDED SCOTCH WHISKEY AGED 12 YEARS |
| Serial Number: | 77698533 | CHIVAS REGAL BLENDED SCOTCH WHISKEY AGED 12 YEARS |

**CORRESPONDENCE DATA**

Fax Number: (212)246-8959  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-708-1870  
Email: lbryer@ladas.com  
Correspondent Name: Ladas & Parry LLP  
Address Line 1: 26 West 61st Street  
Address Line 4: New York, NEW YORK 10023

ATTORNEY DOCKET NUMBER: NTML 090650

**DOMESTIC REPRESENTATIVE**

Name: Ladas & Parry LLP  
Address Line 1: 26 West 61st Street  
Address Line 4: New York, NEW YORK 10023

NAME OF SUBMITTER: Lanning G. Bryer

Signature: /lgb/

Date: 10/29/2009

**Total Attachments: 4**  
source=License Agreement CHIVAS HOLDINGS (IP) LIMITED#page1.tif  
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source=License Agreement CHIVAS HOLDINGS (IP) LIMITED#page4.tif

## CONFIRMATORY LICENCE AGREEMENT

This confirmatory licence agreement is made this 27 day of August 2009.

### BETWEEN

- (1) Chivas Holdings (IP) Limited ("CHIP") a company incorporated in Scotland under the Companies Act and having its registered office at 111-113, Renfrew Road, Paisley, Renfrewshire, PA3 4DY, Scotland, United Kingdom (the "Licensor"); and
- (2) CHIVAS BROTHERS LIMITED (formerly named Chivas Brothers Pernod Ricard Limited), a company incorporated in Scotland under the Companies Act and having its registered office at 111-113 Renfrew Road, Paisley PA3 4DY, Scotland, United Kingdom (the "Licensee")

### WHEREAS:

- (A) CHIP ("the Purchaser") acquired the IP rights of Chivas Brothers Pernod Ricard Limited (now re-registered as unlimited and renamed as Chivas Brothers Pernod Ricard) and Chivas Brothers (Europe) Limited ("the Vendors");
- (B) Prior to the acquisition by CHIP, exclusive licences existed between the Vendors as licensors on the one hand and Chivas Brothers Limited as licensee on the other;
- (C) By virtue of the terms of the licences, the subsequent licence transfer agreements between the parties at A) and the consent of Chivas Brothers Limited to the assignment, CHIP is now the Licensor;
- (D) For the purposes of recording the Licence Agreements (the "Licence Agreement"), the parties have agreed to confirm herein the earlier licence agreements in writing.

NOW THEREFORE it is hereby confirmed as follows:-

1. The Licence Agreement came into force at midnight on 30 June 2004 (the "Grant Date") and unless terminated under the other terms of the Licence Agreement, as set out herein, shall remain in force for twenty five years.
2. The licence granted by the Licence Agreement is exclusive and royalty-free.
3. The Licence Agreement applies to the IP rights appearing in the attached schedule and, any and all intellectual property or industrial rights of any description anywhere in the world including any patents, trade marks, domain names, registered designs, copyright (including without limitation to the foregoing generality rights in computer software, object and source code), rights in the nature of copyright, database rights, semiconductor topography rights, unregistered design rights, rights in and to trade names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether any such right referred

to in this definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them together with any registered rights resulting from any such applications or rights to apply for registration).

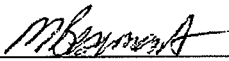
4. Insofar as the Licence Agreement relates to registered trade marks, the Licence Agreement concerns all of the products in respect of which the trade marks under the Licence Agreement are registered.
5. The Licensee shall comply with the reasonable standards of quality, design and presentation applied 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.
6. 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.
7. The Licensee may sub-licence its rights under the Licence Agreement. The Licensee shall procure that its sub-licences shall comply fully with the obligations as detailed in this Licence Agreement as if they were a party to the Licence Agreement and the Licensee shall be responsible to the Licensor for the acts and omissions of its sub-licences as if they were those of the Licensee itself.
8. The Licensor may terminate the Agreement with immediate effect by giving written notice to the Licensee if:
  - the Licensee commits any breach of the Licence 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
  - the Licensee becomes insolvent or ceases whether voluntarily or not to carry on business in the goods of permitted use; or
  - there is a change of control in the Licensee.
9. The earlier Trade Mark Licence Agreements and this Confirmatory Trade Mark Licence 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 Confirmatory Licence Agreement to be duly executed

at CHIVAS HOUSE, this 27 day of AUGUST 2009  
LONDON

For Chivas Holdings (IP) Limited

For CHIVAS BROTHERS LIMITED



Name: Michelle Louise Beaumont  
Position: Head of IP Legal



Name: Michelle Louise Beaumont  
Position: Head of IP Legal

S C H E D U L E

| <u>TRADEMARK</u>                        | <u>REGISTRATION NO.</u>   |
|---|---------------------------|
| CHIVAS                                  | 309456                    |
| CHIVAS REGAL                            | 325152                    |
| CLAN CAMPBELL                           | 332714                    |
| ROYAL SALUTE                            | 614958                    |
| CHIVAS REGAL Label                      | 621894                    |
| PASSPORT                                | 782959                    |
| 100 PIPERS                              | 806464                    |
| BOODLES                                 | 835231                    |
| ABERLOUR                                | 1857845                   |
| STRATHISLA                              | 1989189                   |
| GLEN KEITH                              | 2014415                   |
| CHIVAS                                  | 3058704                   |
| CHIVALRY                                | 3114599                   |
| LIVE WITH CHIVALRY                      | Application No. 77/478925 |
| CHIVALRY                                | Application No. 77/478879 |
| CHIVAS REGAL 12 YO Label                | Application No. 77/686184 |
| CHIVAS REGAL BOTTLE<br>AND LABEL DESIGN | Application No. 77/692591 |
| CHIVAS REGAL BOTTLE<br>AND LABEL DESIGN | Application No. 77/698533 |