



9.27.99

10-01-1999



RECORL

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D/4
et No.: 08565-002001
of No.: PMP/LW

Please record the attached copy of an original document.

1. The conveying party is: Gleneagles Spring Waters Company Limited
2. The receiving party is: Gleneagles Spring Waters Company (1998) Limited, whose address is: 151 Vincent Street, Glasgow, Scotland, United Kingdom.
3. The nature of the conveyance is an assignment executed on June 1, 1998.
4. The conveyance concerns the following application(s) and patent(s):

Serial No./Patent No.	Filing Date/Issue Date
29/059,767; D390,467	September 16, 1996; February 10, 1998

5. Please direct any correspondence concerning this request to the undersigned at the address below.

6. The total number of applications/patents involved is: 1. Enclosed is a check for \$40 in payment of the recording fee of 37 CFR §3.41. Please apply any additional charges or any credits to our Deposit Account No. 06-1050.

7. If paying by Deposit Account only, a duplicate copy of this request is attached.

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

10/01/1999 DMGUYEN 00000108 29059767

01 FC:581

40.00 DP

September 21, 1999

Date of Deposit

Signature

Matthew G. Doherty

Typed or Printed Name of Person Signing Certificate

Applicant : John Hall Blackburn
Patent No. : D390,467
Issued : February 10, 1998
Serial No. : 29/059,767
Filed : September 16, 1996
Page : 2

Attorney's Docket No.: 08565-002001
Client's Ref. No.: PMP/LW

8. To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.

Respectfully submitted,

Date: September 21, 1999

Frank R. Occhiuti
Frank R. Occhiuti
Reg. No. 35306

FRO/mgd

Fish & Richardson P.C.
225 Franklin Street
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(617) 542-5070 telephone
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20000386.doc

ASSIGNATION

by

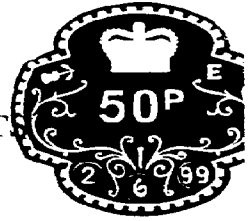
GLENEAGLES SPRING WATERS COMPANY LIMITED

in favour of

GLENEAGLES SPRING WATERS COMPANY (1998) LIMITED

**MACROBERTS
Solicitors
Edinburgh
SJH/DF/LMW/GR209001
[CPYG:GLE100.AGR]**

ASSIGNATION
OF
INTELLECTUAL PROPERTY RIGHTS



between

GLENEAGLES SPRING WATERS COMPANY LIMITED (in Administration) incorporated in Scotland under the Companies Act (No 95010) and having its registered office at The Maltings, Moray Street, Blackford, Perthshire ("the Company") acting through its Joint Administrators, Gordon Iain Bennet and Ian Clifford Powell, both Chartered Accountants, of Price Waterhouse, 1 Blythswood Square, Glasgow G2 4AD ("the Administrators")

and

GLENEAGLES SPRING WATERS COMPANY (1998) LIMITED, incorporated under the Companies Acts (no 185212) and having its Registered Office at 151 St. Vincent Street, Glasgow ("the Purchaser")

WHEREAS:-

1. The Administrators were appointed as Joint Administrators of the Company by virtue of an Interlocutor of the Court of Session on 17th February 1998.
2. The Company has entered into an agreement dated of even date hereof for the sale of the Business (as defined therein) and the Assets (as defined therein) ("the Agreement").
3. The Company has agreed to assign the Intellectual Property Rights (as hereinafter defined) to the Purchaser.

NOW THEREFORE the parties have agreed and do hereby agree as follows:-

1. Definitions

In this Agreement the following expressions shall have the following meanings:-

- 1.1 'the Applications' means any and all applications for the registration of any of the Intellectual Property Rights which have been made as at the last date of execution of this Agreement in any registry or office in any part of the world;
- 1.2 'the Assigned Rights' means the property and rights assigned under clause 2;

- 1.3 'the Effective Date' means 29th May 1998 notwithstanding the dates or dates hereof;
- 1.4 'Intellectual Property Rights' means all copyrights, logos, get ups, devices, patents, patent licensing agreements, designs, drawings, trading names, trade marks, registered designs, design right, know-how and other industrial property owned by the Company or to which the Company has right as at the Completion Date (as defined in the Agreement) anywhere in the world including but not limited to the intellectual property rights referred to in the Schedule hereto but excluding such rights as the Company has under the Realscale Licence such rights to be the subject of a separate assignation by the Company in favour of the Purchaser insofar as the Company has a right to do so under the Realscale Licence;
- 1.5 "Realscale Licence" means the agreement under which certain intellectual property is licensed to the Company (including but not limited to certain trade mark applications) between Realscale Limited and the Company dated 24th November 1992.

2. Assignation

In consideration of the payment of the sum of £1 by the Purchaser to the Company in terms of the Agreement, the Company hereby:-

- 2.1 assigns absolutely to the Purchaser such right, title and interest past, present and future as it has in and to the Intellectual Property Rights throughout the world to hold the same to the Purchaser absolutely;
- 2.2 assigns to the Purchaser all Applications and such right title and interest past, present and future as it has in and to the Applications and all rights, powers, privileges and immunities arising or accruing from the Applications together with all corresponding rights obtainable in any part of the world and the benefit of any priority dates attaching to the Applications to hold the same to the Purchaser absolutely;
- 2.3 undertakes to hold upon trust for the Purchaser absolutely the entire interest of the Company in and to all those Intellectual Property Rights (if any) which cannot be assigned by the Company hereunder together with the entire benefit of such rights including, without limitation, all proceeds, money and other rights and benefits to which the Company is beneficially or legally entitled in respect of the exercise of such Intellectual Property Rights and/or improvements.

3. Delivery of Documents

Any tangible embodiments of the Assigned Rights as the Company may have shall insofar as the Company has a right to do so be delivered to the Purchaser not later than 5 days from the Effective Date.

4. Additional Intellectual Property Rights

The Company agrees and undertakes at the reasonable request of the Purchaser to perform all such acts and execute all such documents, forms and authorisations as may be reasonably required for absolutely vesting full right, title and interest in and to the Intellectual Property Rights in favour of the Purchaser provided always that such request is made within three months of the Completion Date (as defined in the Agreement).

5. Attorney

The Company hereby irrevocably appoints the Purchaser to be the attorney of the Company in the name and on behalf of the Company to execute and do any acts, assurances and things which the Company is obliged to execute and do hereunder and the Company hereby authorises the Purchaser to pursue any insurance or other claim relating to the Assigned Rights in the name of the Company and to delegate all or any of the powers hereby conferred upon it to any person or persons as it may in its absolute discretion think fit.

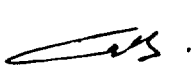
6. Exclusion of Administrators' Liability

It is an essential condition of this Agreement:-

- 6.1 that the Administrators act solely as agents of the Company and shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising including without prejudice to the foregoing generality personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Company's rights and/or obligations under this Agreement and whether such claim is formulated in contract and/or delict and/or restitution or by reference to any other remedy or right, and in whatever jurisdiction or forum;
- 6.2 that no claim which may be or become competent to the Purchaser arising directly or indirectly from this Agreement (or under any deed or other document executed in consequence hereof or on or under any associated or collateral agreement or arrangement) will lie against the Administrators personally and the Administrators shall be entitled at any time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of this Clause 6;
- 6.3 that any personal liability of the Administrators which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause 6 is hereby excluded.

7. Jurisdiction

This Assignment is to be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the non-exclusive jurisdiction of the Scottish courts.




SIGNED by ~~IAN CLIFFORD POWELL~~ ^{GORDON IAN BARNET} Administrator at ~~GLASGOW~~ on the 1st ~~29~~ day of ~~DECEMBER~~ 1998 before the following witness:-

Witness: UK MANSON

Print Full Name: LAURIE KATHARINE MANSON


Address: 90 PRICE WATERHOUSE
1 BLYTHWOOD SQUARE
GLASGOW
G2 4AD


~~Ian Clifford Powell~~
Gordon Ian Barnett

SIGNED for and on behalf of GLENEAGLES SPRING WATERS COMPANY (1998) LIMITED by ~~GORDON IAN BARNET~~ Director at ~~GLASGOW~~ on the 1st ~~27~~ day of ~~JUNE~~ 1998 before the following witness:-

Witness: UK MANSON

Print Full Name:
LAURIE KATHARINE MANSON


Director

Address: 90 PRICE WATERHOUSE
1 BLYTHWOOD SQUARE
GLASGOW
G2 4AD



This is the Schedule referred to in the foregoing Agreement.

Intellectual Property Rights

Patent Rights

<u>Territory</u>	<u>Reference No</u>	<u>Subject/Filing/Status</u>
Europe (PCT)	94915624.4	Gleneagles purity cap
France (EPC)	94915624.4	Gleneagles purity cap
Italy (EPC)	94915624.4	Gleneagles purity cap
Japan (PCT)	6-525191	Gleneagles purity cap
UK	9709726.5	
UK (EPC)	94915624.4	Gleneagles purity cap
UK (PCT)	9523507.3	Gleneagles purity cap

Registered Designs/Applications

<u>Territory</u>	<u>Reference No</u>	<u>Subject/Filing/Status</u>
France	976593	
France	965182	Gleneagles bottle 250 & 750ml
Germany	M9710646.1	
Germany	M9608032.9	Gleneagles bottle 250 & 750ml
Italy	RM90000172	Gleneagles bottle 250 & 750ml
Italy	MI970000647	
Japan	8-27704	Gleneagles bottle 250ml
Japan	8-27705	Gleneagles bottle 750ml
Norway	D960673	Gleneagles bottle 250ml
Norway	D970380	Gleneagles bottle 750ml
UK	D2054870	Gleneagles bottle 250ml
UK	D2054871	Gleneagles bottle 750ml
UK	D2065750	
US	59765	Gleneagles bottle 250ml
US	59767	Gleneagles bottle 750ml

