

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIMON ADAMSON	01/18/2008
RECEIVING PARTY DATA	
Name:	CHIVAS BROTHERS PERNOD RICARD LIMITED
Street Address:	111-113 Renfrew Road
City:	Paisley, Renfrewshire
State/Country:	UNITED KINGDOM
Postal Code:	PA3 4DY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29302554
CORRESPONDENCE DATA	
Fax Number:	(646)424-0880
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6464240770
Email:	rosemarie.mannino@scgb-law.com
Correspondent Name:	Meyer A. Gross
Address Line 1:	292 Madison Avenue
Address Line 2:	19th Floor
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	3004-019D
NAME OF SUBMITTER:	Meyer A. Gross
Total Attachments: 11 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

CH 29302554 \$40.00

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THIS DEED OF ASSIGNMENT is made on

18 January

2008

BETWEEN

- (1) **SIMON ADAMSON** a United Kingdom national whose address is c/o Coley Porter Bell Limited, 12-18 Grosvenor Gardens, London, SW1W 0DH ("**the Assignor**");
- (2) **CHIVAS BROTHERS PERNOD RICARD LIMITED** (Company number SC203488) a company incorporated under the laws of Scotland whose registered office is at 111-113 Renfrew Road, Paisley, Renfrewshire, PA3 4DY ("**Chivas**")

WHEREAS

- (A) The Assignor is a full time employee of the Design Company, a company which has been and continues to be commissioned by Chivas or by companies within the Pernod Ricard S.A group of companies on behalf of Chivas to create various designs, style guides and other creative works.
- (B) It is and has at all times been the intention of the parties that Chivas will own all intellectual property rights in the designs submitted to it by the Assignor and the Design Company.
- (C) This Assignment is being entered into to formalise the intention of the parties.

IT IS HEREBY AGREED as follows:

1. **Definitions**

- 1.1 In this Assignment the following terms shall have the following meanings:

"Design Company"

Coley Porter Bell Limited, a company incorporated under the laws of England and Wales under company number 01393551 whose registered office is at 12-18 Grosvenor Gardens, London, SW1W 0DH;

"Group"

any company within the Pernod Ricard S.A group of companies from time to time;

"Intellectual Property Rights"

patents, trade marks, trade names, service marks, domain names, brand names, registered designs, design rights, rights in databases, know-how, topography rights and copyrights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with any and all goodwill relating or attached thereto; and

"Works"

any and all designs, brand identity guidelines and/or any other creative, artistic or graphic works prepared by the Assignor for Chivas or any member of its Group including but not limited to those set out in the Schedule to this Assignment;

2. **Assignment**

In consideration of the payment of £1 by Chivas to the Assignor (the receipt of which is hereby acknowledged) the Assignor as beneficial owner now assigns and transfers to Chivas with full title guarantee:

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- 2.1 any and all Intellectual Property Rights and any other rights in Works created prior to the date of this Assignment (including but not limited to those set out in the Schedule to this Assignment); and
- 2.2 by way of future assignment any and all Intellectual Property Rights and any other rights in Works created following the date of this Assignment

including all statutory and common law rights together with the right to sue for damages and other remedies in respect of any infringement of such rights prior to the date of this Assignment and to retain any damages obtained as a result of such action.

3. **Goodwill**

The Assignor confirms that this Assignment includes the goodwill in or attaching to the Intellectual Property Rights in the Works.

4. **Warranties**

The Assignor warrants and confirms to Chivas that:

- 4.1 he created the Works during the course of his full time employment by the Design Company and as such to the extent that they are not already owned by Chivas or a member of its Group by virtue of its commissioning of the Works or the Design Company by virtue of it being his full time employer, he owns all Intellectual Property Rights in the Works;
- 4.2 he has not assigned or purported to assign any of the Intellectual Property Rights in the Works to any third party nor given permission to any third party to use any of the Intellectual Property Rights in the Works; and
- 4.3 the Works were created independently and without any reference to any third party works and will not infringe any intellectual property or similar rights of a third party.

5. **Non Derogation**

The Assignor agrees and confirms that the Assignor will not in future take any steps to derogate from the assignment to Chivas of the Intellectual Property Rights in the Works hereby effected. Further the Assignor undertakes not to produce any designs which may be considered confusingly similar to the Works for any third party without first obtaining the consent in writing of Chivas.

6. **Further Assurance**

The Assignor covenants that at the request and cost of Chivas the Assignor will take all reasonable steps and execute all documents as may be reasonably necessary or desirable to secure the vesting in Chivas of all rights assigned to Chivas under this Assignment and to assist Chivas to prosecute, protect and defend Chivas' rights in the Intellectual Property Rights in the Works.

7 **Waiver of Moral Rights**

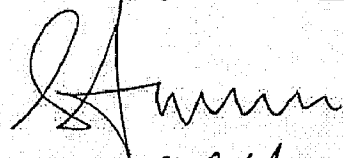
The Assignor hereby irrevocably and unconditionally waives any and all rights to which he may be entitled pursuant to sections 77, 80 and 85 of the Copyright, Designs and Patents Act 1988 and any other moral rights or similar rights provided for under laws now or in future in force in any part of the world in relation to the exploitation by Chivas of the Intellectual Property Rights in the Works.

8 **Jurisdiction**

This Assignment is governed by the laws of England and the parties accept and submit to the exclusive jurisdiction of the English Courts.

The parties have **SIGNED** and **EXECUTED** and delivered this Assignment as a **DEED** on the date first set out above.

SIGNED AS A DEED BY SIMON ADAMSON)

 (SIMON ADAMSON)

In the presence of

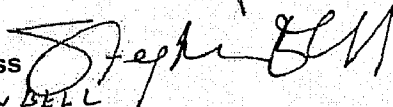
Signature of witness

Name STEPHEN BELL

Address 22A, HIGHBURY GRANGE
LONDON N5 2PX

Occupation

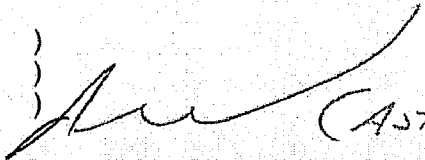
CREATIVE DIRECTOR



EXECUTED and **DELIVERED AS A DEED**
by **CHIVAS BROTHERS PERNOD RICARD**
LIMITED acting by

Director

Director/Secretary

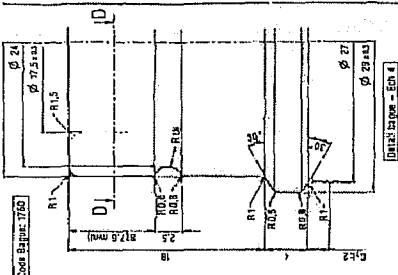
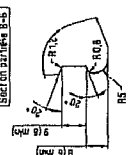
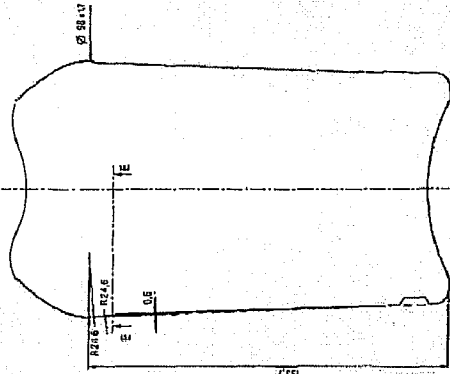
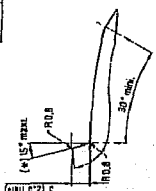
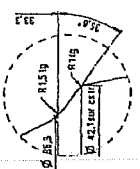
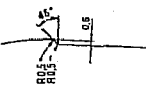
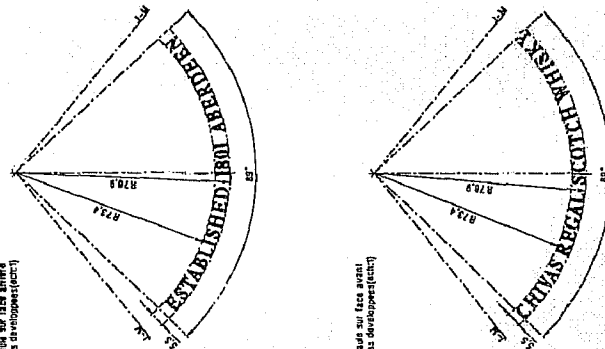
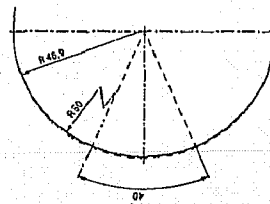
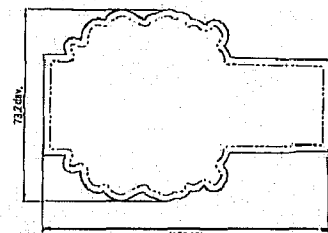
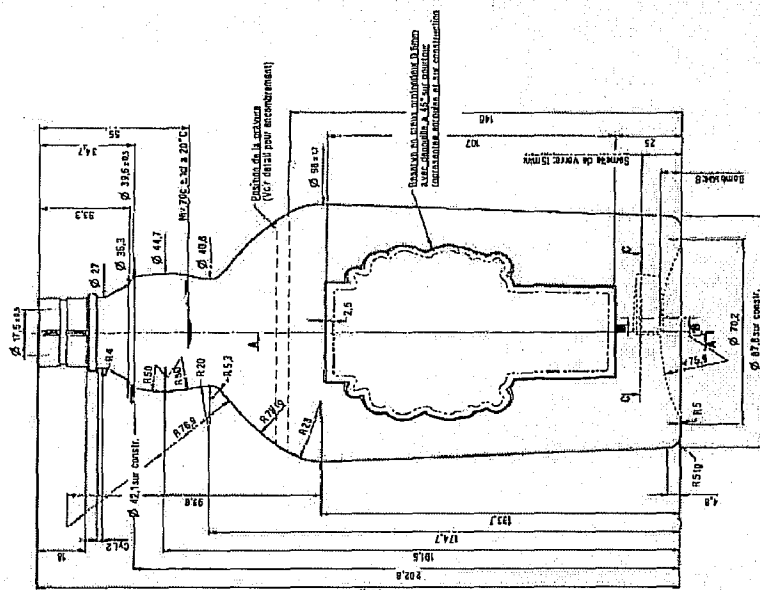
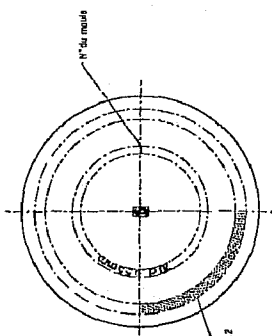
 (ANTHONY SHARFIELD)

 (JANE EGAN)

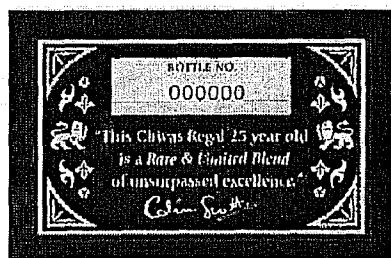
SCHEDULE

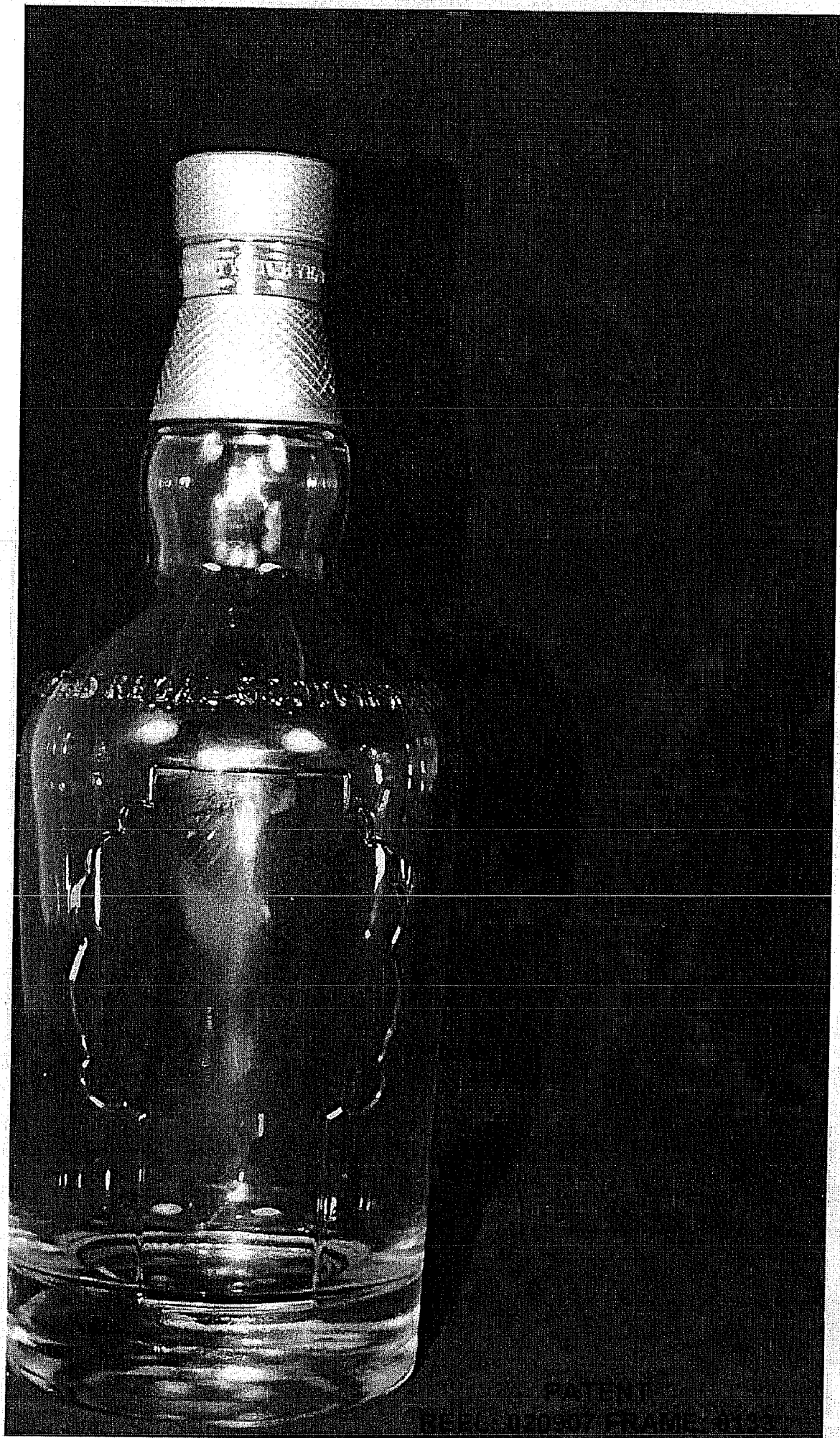
WORKS

Works: Chivas Regal 25
Works Completed: October 2006

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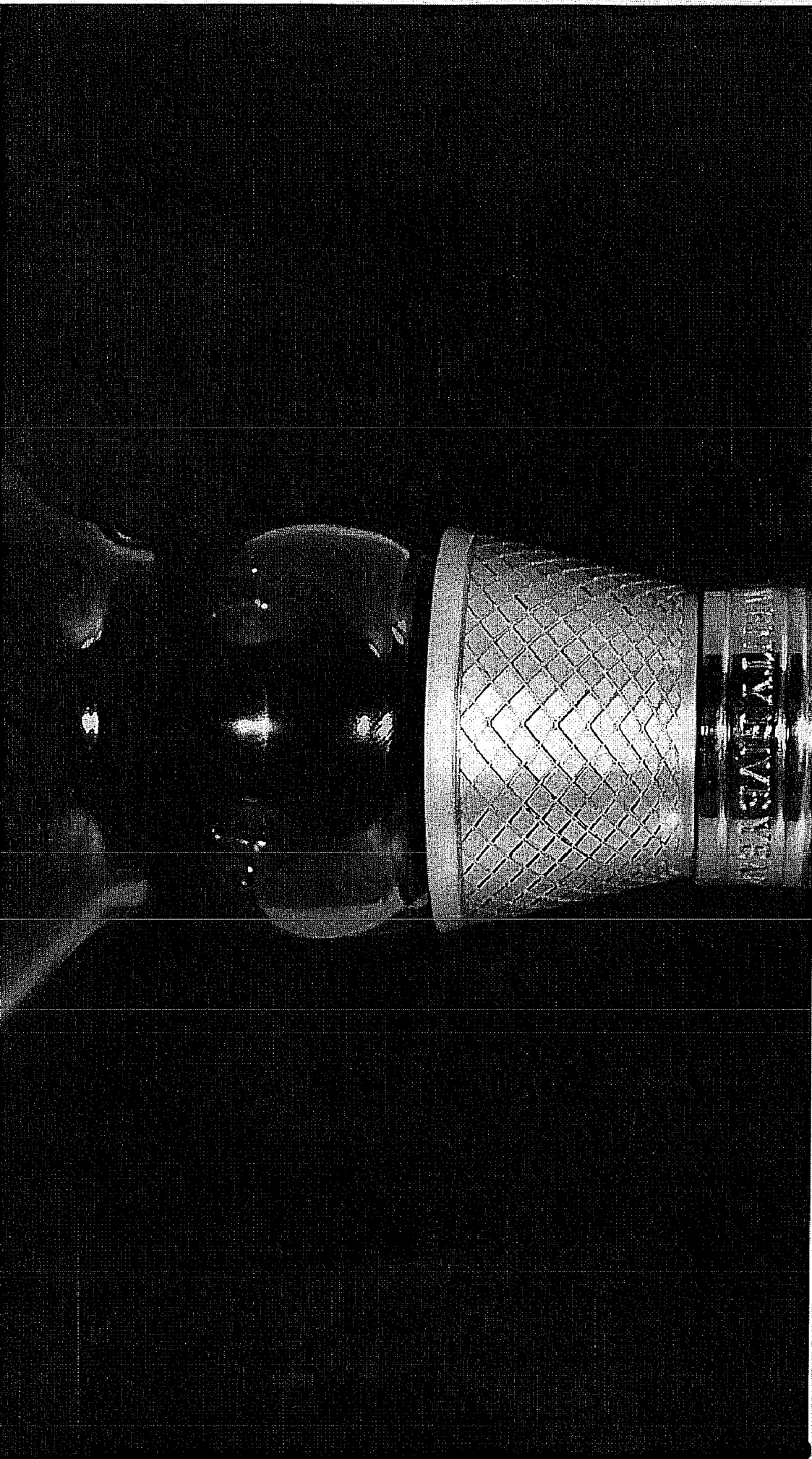




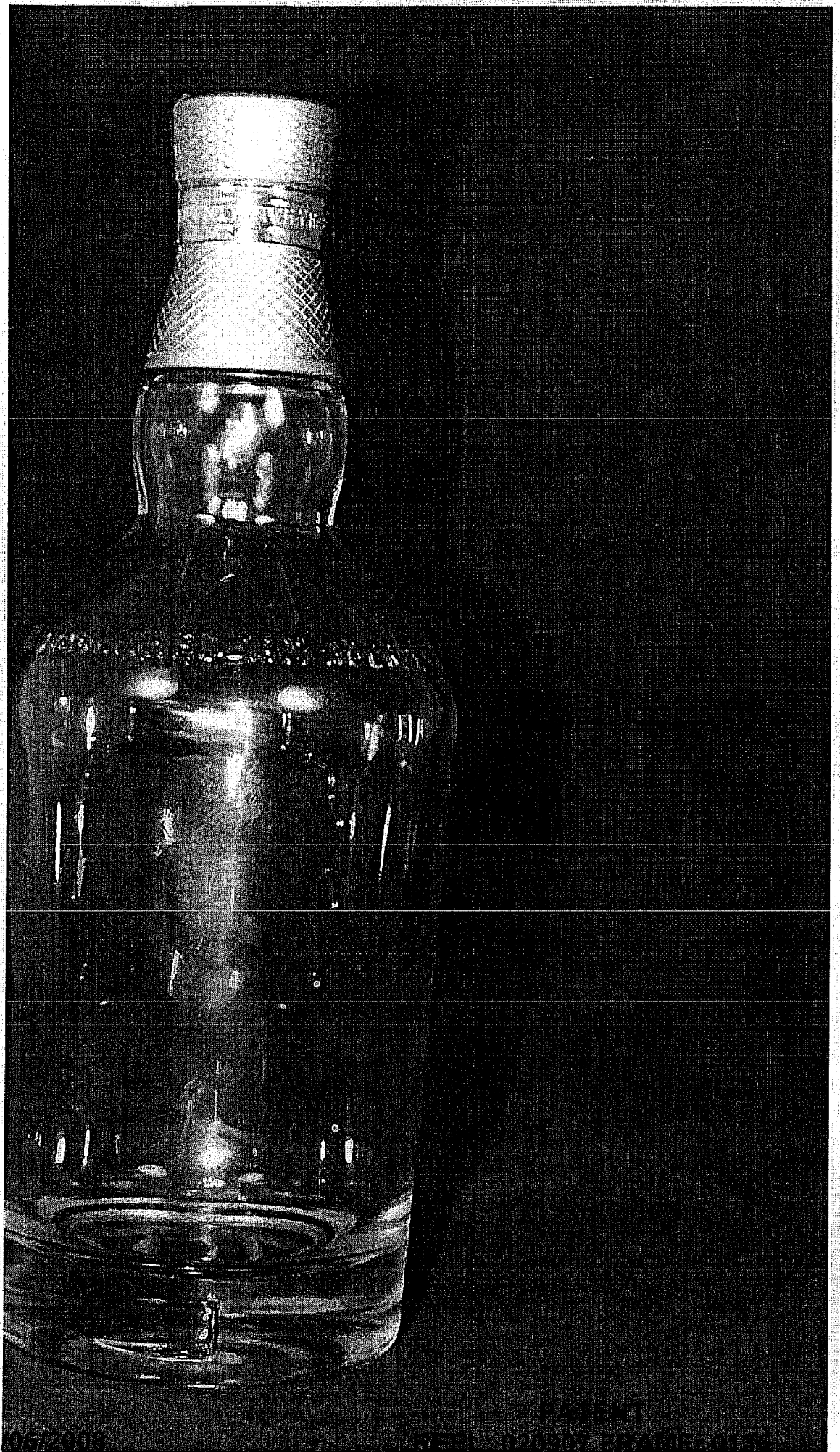


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