

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Design Bridge Limited	12/17/2007
Graham Shearsby	12/17/2007
Antonia Hayward	12/17/2007
Emma Warner	12/17/2007
Ian Robertshaw	12/17/2007
Laurent Robin-Prevallee	12/17/2007
Ed Mitchell	12/17/2007

**RECEIVING PARTY DATA**

Name:	Allied Domecq Spirits And Wine Limited
Street Address:	72 Chancellors Road
Internal Address:	Chivas House
City:	Hammersmith, London
State/Country:	UNITED KINGDOM
Postal Code:	W6 9RS

**PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	D588010
Application Number:	29319065

**CORRESPONDENCE DATA**

Fax Number: (212)246-8959  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212 708-1800  
 Email: gdeluca@ladas.com  
 Correspondent Name: Jay A. Bondell  
 Address Line 1: 26 West 61st Street  
 Address Line 2: 4th Floor

CH \$80.00 D588010

Address Line 4: New York, NEW YORK 10023

ATTORNEY DOCKET NUMBER:

0900886 (3242-009D)

NAME OF SUBMITTER:

Jay A. Bondell

Total Attachments: 13

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Dated 17 December 2007

- (1) DESIGN BRIDGE LIMITED
- (2) GRAHAM SHEARSBY
- (3) ANTONIA HAYWARD
- (4) EMMA WARNER
- (5) IAN ROBERTSHAW
- (6) LAURENT ROBIN-PREVALLEE
- (7) ED MITCHELL
- (8) ALLIED DOMECCQ SPIRITS AND WINE LIMITED

## DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on

17<sup>th</sup> December 2007

**BETWEEN**

- (1) **DESIGN BRIDGE LIMITED** (company number 2044752) a company incorporated under the laws of England and Wales whose registered office is at 38-42 Newport Street, Swindon, Wilts, SN1 3DR ("the Assignor");
- (2) **GRAHAM SHEARSBY** a national of United Kingdom whose address is c/o Design Bridge Limited; and
- (3) **ANTONIA HAYWARD** a national of United Kingdom whose address is c/o Design Bridge Limited;
- (4) **EMMA WARNER** a national of United Kingdom whose address is c/o Design Bridge Limited;
- (5) **IAN ROBERTSHAW** a national of United Kingdom whose address is c/o Design Bridge Limited;
- (6) **LAURENT ROBIN-PREVALLEE** a national of France whose address is c/o Design Bridge Limited; and
- (7) **ED MITCHELL** a national of United Kingdom whose address is c/o Design Bridge Limited together ("the Designers")
- (8) **ALLIED DOMEQ SPIRITS AND WINE LIMITED** (Company number 703977) a company incorporated under the laws of England and Wales whose registered office is at Chivas House, 72 Chancellors Road, Hammersmith, London, W6 9RS ("ADSWL")

**WHEREAS**

- (A) The Assignor has been and continues to be commissioned by ADSWL or by companies within the Pernod Ricard S.A group of companies on behalf of ADSWL to create various designs, style guides and other creative works.
- (B) The Designers are all full time employees of the Assignor.
- (C) It is and has at all times been the intention of the parties that ADSWL will own all intellectual property rights in the designs submitted to it by the Assignor.
- (D) 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:

**"Group"**

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

**"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;

**"Works"**

any and all designs, brand identity guidelines and/or any other creative, artistic or graphic works prepared by the Assignor for ADSWL 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 ADSWL to the Assignor (the receipt of which is hereby acknowledged) the Assignor as beneficial owner now assigns and transfers to ADSWL with full title guarantee:

- 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 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 and Designers each warrant and confirm to ADSWL that:

- 4.1 the Designers created the Works during the course of their full time employment by the Assignor and as such to the extent that they are not already owned by ADSWL or a member of its Group by virtue of its commissioning of the Works the Assignor owns all Intellectual Property Rights in the Works;
- 4.2 none of them have 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 ADSWL 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 ADSWL.

6. **Further Assurance**

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

7 **Waiver of Moral Rights**

The Designers each hereby irrevocably and unconditionally waive any and all rights to which they 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 ADSWL of the Intellectual Property Rights in the Works.

8 **Jurisdiction**


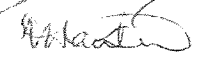
This Assignment is governed by the laws of England and the parties accept and submit to the exclusive jurisdiction of the English Courts.

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

EXECUTED and DELIVERED AS A DEED  
by DESIGN BRIDGE LIMITED  
acting by

Director

Director/Secretary



)  
)  
)  
  


SIGNED AS A DEED BY GRAHAM SHEARSBY

In the presence of

Signature of witness  
Name  
Address

Occupation



)  
)  
  
  
SILJE FROSTHAMMER  
3784 MORE STREET, E8 1TR  
Client Manager

SIGNED AS A DEED BY ANTONIA HAYWARD

In the presence of

Signature of witness  
Name  
Address

Occupation



)  
)  
  
  
SILJE FROSTHAMMER  
3784 MORE STREET, E8 1TR  
Client Manager

SIGNED AS A DEED BY EMMA WARNER

In the presence of

Signature of witness  
Name  
Address

Occupation

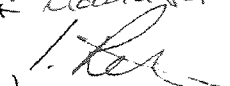

)  
)  
  
  
SILJE FROSTHAMMER  
3784 MORE STREET  
E8 1TR  
Client Manager

SIGNED AS A DEED BY IAN ROBERTSHAW

In the presence of

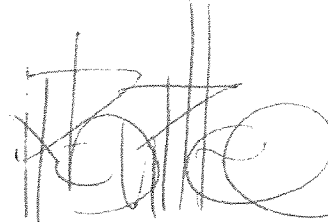
Signature of witness  
Name  
Address

Occupation

)  
)  
  
  
SILJE FROSTHAMMER  
E8 1TR  
Client Manager


**SIGNED AS A DEED BY LAURENT  
ROBIN-PREVALLEE**

)  
)



In the presence of

Signature of witness  
Name  
Address  
Occupation

  
SILJE FROSTHAMMER  
3784 Main Street ES 712  
Client Manager


**SIGNED AS A DEED BY ED  
MITCHELL**

)  
)



In the presence of

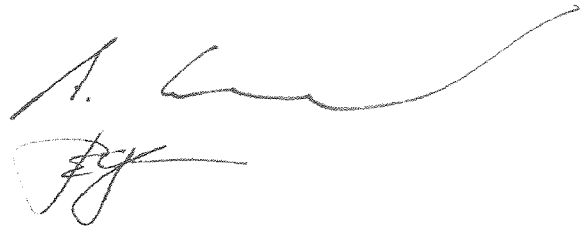
Signature of witness  
Name  
Address  
Occupation

  
SILJE FROSTHAMMER  
3784 Main Street ES 712  
Client Manager

**EXECUTED and DELIVERED AS A DEED  
by ALLIED DOMECQ SPIRITS AND WINE  
LIMITED acting by**

)  
)  
)

Director  
Director/Secretary

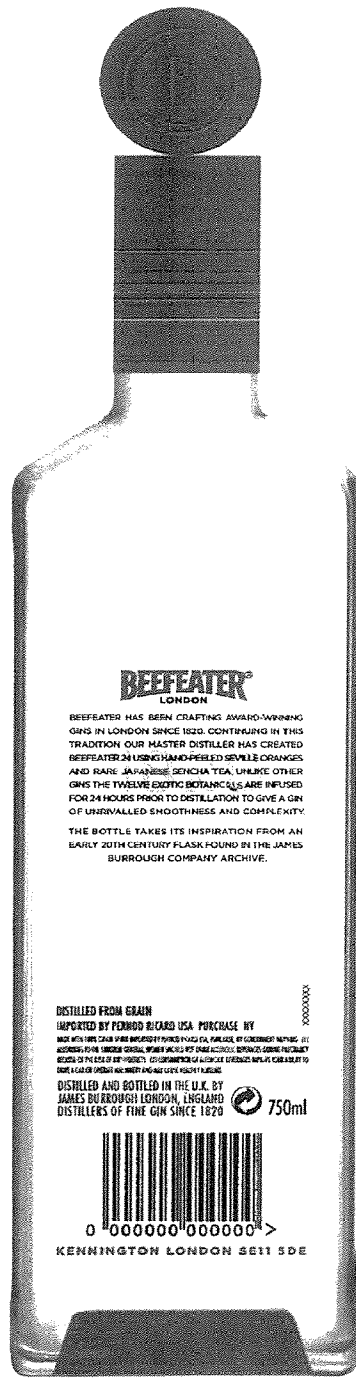




SCHEDULE

WORKS

Works created and finalised in December 2007

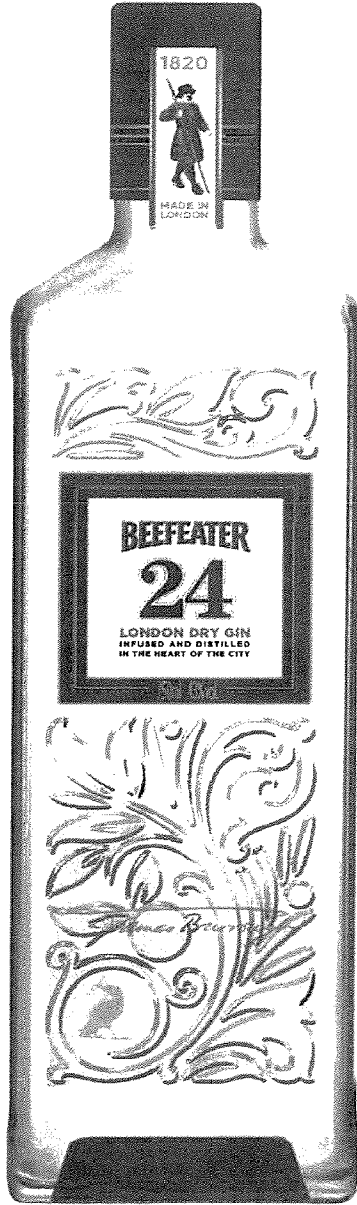


*Alastair (Director)*  
*Bowers (Director)*

*Ed Stone*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*Ed Stone*  
*[Signature]*

USA LABELS | 20.2.08 | RAVEN 13 | DesignRdgo.

2007/0 ALL RIGHTS RESERVED. PROPERTY RESERVED. Pending payment of full contract price. See terms and conditions.



*Edwards*

*1/2*

*A. J. ...*

*W. ...*

*W. ... (Director)*

*J. ... (Director)*

*W. ...*  
*Edwards*



*Edwards*

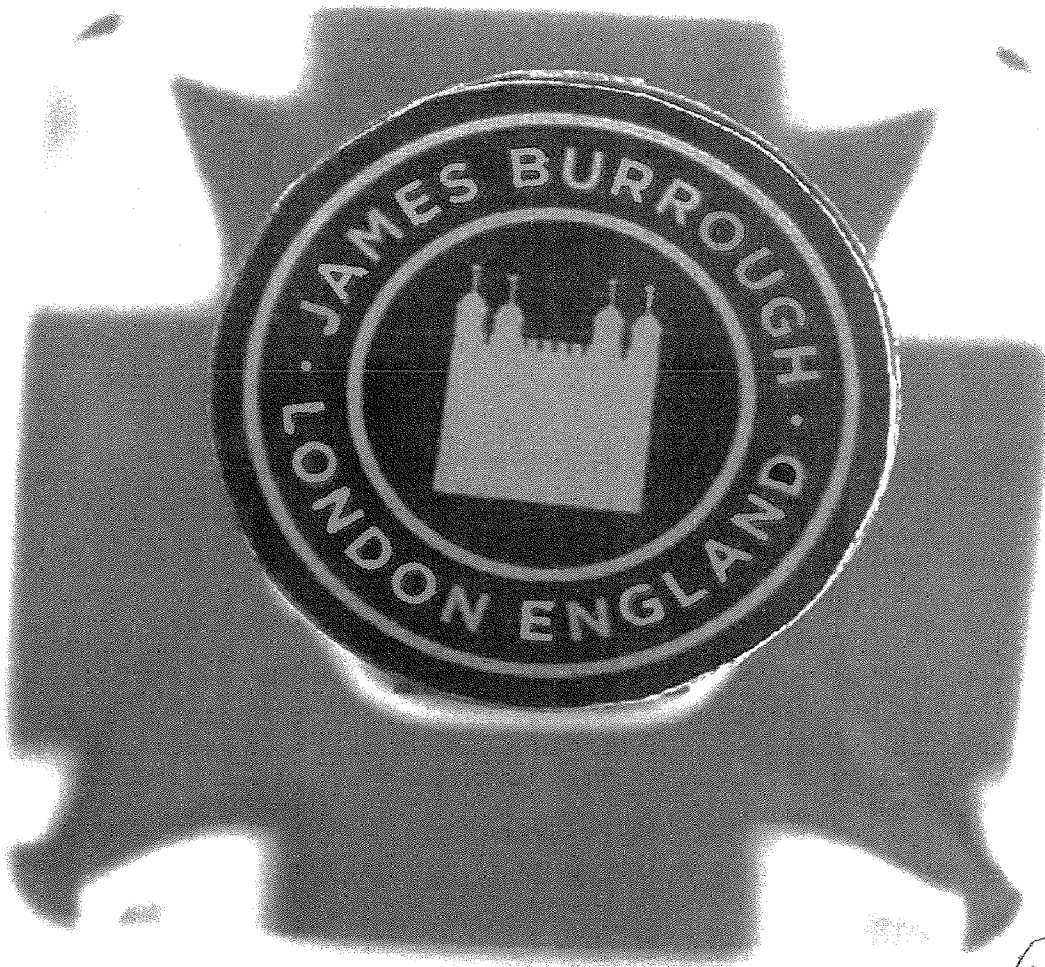
*1/15*

*Alford*

*[Signature]*

*[Signature]*  
*Edwards*

*[Signature] (Director)*  
*[Signature] (Director)*



*[Handwritten signature]*

Edgeton

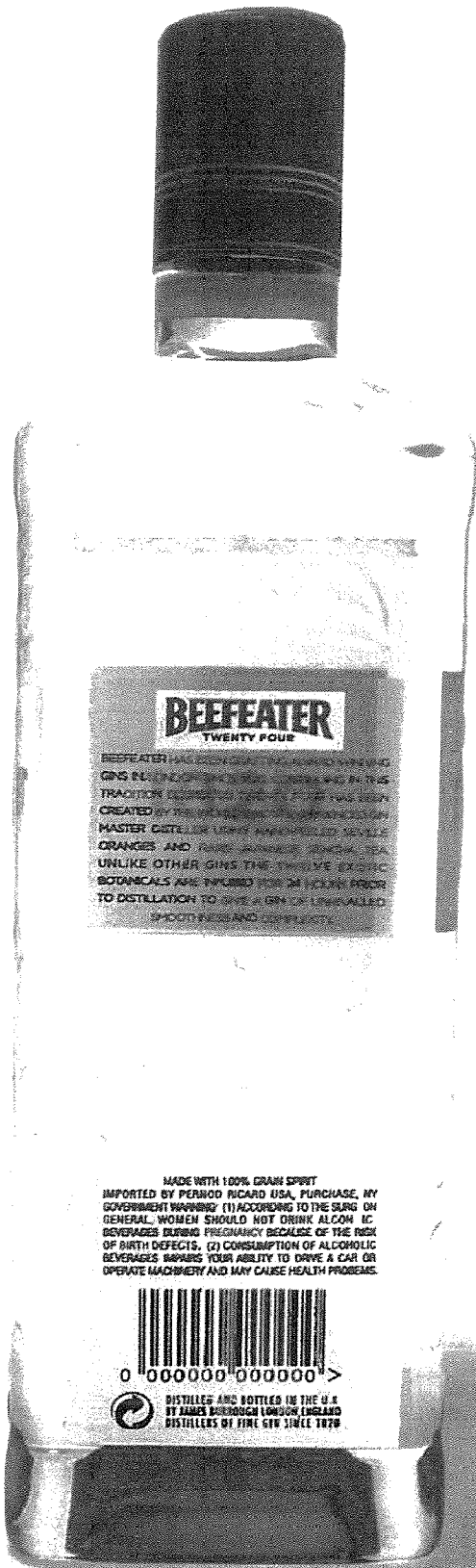
*[Handwritten signature]*

*[Handwritten signature]* (Director)

*[Handwritten signature]*

*[Handwritten signature]* (Director)

*[Handwritten signature]*  
*[Handwritten signature]*



**BEEFEATER**  
**TWENTY FOUR**

BEEFEATER HAS BEEN AROUND SINCE 1820. IT IS THE ONLY GIN IN THE WORLD TO BE TRADED AS A BRAND. IT WAS CREATED BY THE MASTER DISTILLERS OF THE HOUSE OF SEAGRAM. MASTER DISTILLERS USE ONLY THE BEST BOTANICALS AND ARE RESPONSIBLE FOR THE TASTE OF THE GIN. UNLIKE OTHER GINS THE TWENTY FOUR BOTANICALS ARE INFUSED INTO THE GIN PRIOR TO DISTILLATION TO GIVE A GIN OF UNMATCHED SMOOTHNESS AND COMPLEXITY.

MADE WITH 100% GRAIN NEUTRAL SPIRITS  
IMPORTED BY PERROD RICARD USA, PURCHASE, NY  
GOVERNMENT WARNING: (1) ACCORDING TO THE SURGEON GENERAL, WOMEN SHOULD NOT DRINK ALCOHOLIC BEVERAGES DURING PREGNANCY BECAUSE OF THE RISK OF BIRTH DEFECTS. (2) CONSUMPTION OF ALCOHOLIC BEVERAGES IMPAIRS YOUR ABILITY TO DRIVE A CAR OR OPERATE MACHINERY AND MAY CAUSE HEALTH PROBLEMS.



DISTILLED AND BOTTLED IN THE U.S.A.  
BY HOUSE OF SEAGRAM LONDON ENGLAND  
DISTILLERS OF FINE GIN SINCE 1820

*W. J. ... (Director)*  
*[Signature]* (Director)

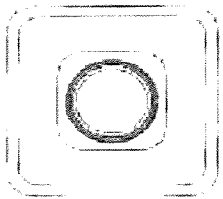
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*[Signature]*

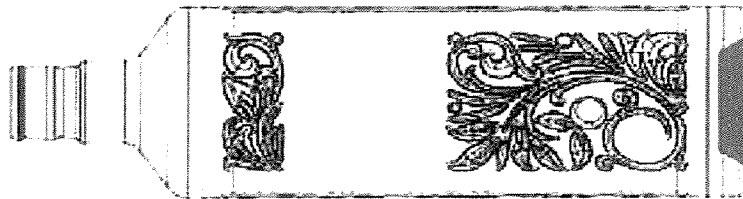
*[Signature]*

*[Signature]*

*[Signature]*  
Ed. ...



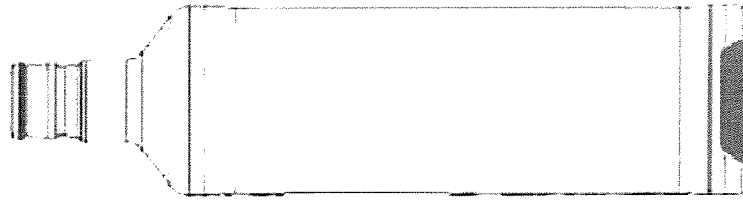
Side



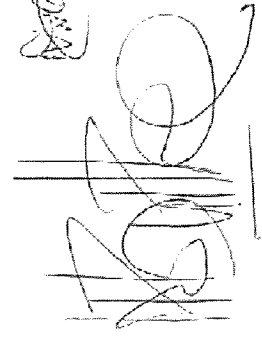
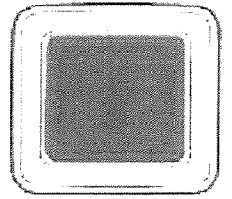
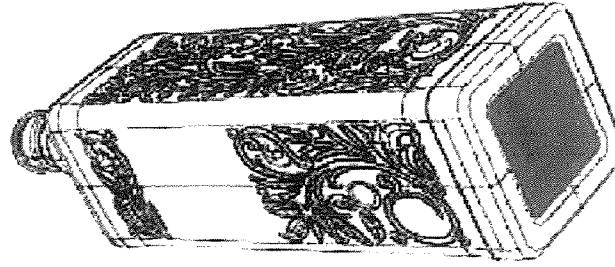
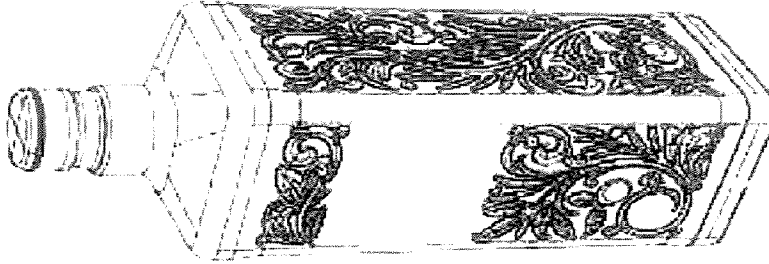
Front



Side



Back



*Distinction (S. 1862)*

*J.R.*

*Hollingshead*  
*Ed. Atwell*