PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3225096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
ALLIED DOMECQ SPIRITS & WINE LIMITED	06/28/2012

RECEIVING PARTY DATA

Name:	CHIVAS BROTHERS LIMITED	
Street Address:	111-113 RENFREW ROAD	
City:	PAISLEY	
State/Country:	SCOTLAND	
Postal Code:	PA3 4DY	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	29453140
Application Number:	29446209

CORRESPONDENCE DATA

Fax Number: (202)756-8087

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-756-8000

Email: ipdocketmwe@mwe.com, lcruz@mwe.com

Correspondent Name: MCDERMOTT WILL & EMERY LLP Address Line 1: **500 NORTH CAPITOL STREET** Address Line 4: WASHINGTON, D.C. 20001

ATTORNEY DOCKET NUMBER:	087021-0369
NAME OF SUBMITTER:	BERNARD P. CODD
SIGNATURE:	/BERNARD P. CODD/
DATE SIGNED:	02/12/2015

Total Attachments: 5

source=087021-0369_License Agreement2#page1.tif source=087021-0369_License Agreement2#page2.tif source=087021-0369 License Agreement2#page3.tif source=087021-0369_License Agreement2#page4.tif source=087021-0369_License Agreement2#page5.tif

PATENT 503178482

REEL: 034953 FRAME: 0850

SCHEDULE

Part 3

Short Form Licence

SHORT FORM INTELLECTUAL PROPERTY LICENCE AGREEMENT

between

- (1) ALLIED DOMECQ SPIRITS & WINE LIMITED, a company incorporated in England and Wales under the Companies Acts (registered number 00703977) and having its registered office at Chivas House, 72 Chancellors Road, London W6 9RS (the "Licensor"); and
- (2) CHIVAS BROTHERS LIMITED, a company incorporated in Scotland under the Companies Acts (registered number SC268758) and having its registered office at 111-113 Renfrew Road, Paisley PA3 4DY (the "Licensee"),

WHEREAS:-

- (A) The Licensor and the Licensee have entered into an Intellectual Property Licence Agreement dated 28th June 2012 (the "IP Licence"); and
- (B) The Licensor and the Licensee have agreed to execute this short form Intellectual Property Licence Agreement for registration purposes.

NOW THEREFORE it is hereby agreed as follows:-

In this Agreement:

"Registered Intellectual Property"

means those intellectual property rights which are registered in the name of the Licensor or in respect of which an application is pending in the name of the Licensor as detailed in the schedule hereto; and

"Transfer Date"

means midnight on 30 June 2012.

Unless the context otherwise requires, all other words and phrases shall have the same meaning as they do in the IP Licence.

- With effect from the Transfer Date, and subject to Clause 4.3 of the IP Licence, the Licensor hereby grants to the Licensee an exclusive, worldwide licence in respect of the use of the Registered Intellectual Property in connection with the Business (as defined in the IP Licence).
- 3. The Licensee may sub-license its rights in accordance with the IP Licence.
- This Agreement shall come into force on the Transfer Date and shall remain in force thereafter until the IP Licence is terminated, in which case this Agreement shall automatically terminate.
- 5. The rights and obligations of the Licensee in terms of this Agreement may only be assigned with the prior written consent of the Licensor which consent may be withheld at the Licensor's absolute discretion, and for the avoidance of doubt any assignation by the Licensor shall not require the consent of the Licensee.
- In the event of any conflict between the terms of this Agreement and the terms of the IP Licence, the terms of the IP Licence shall prevail.

Doc. No:IP LICENCE ADSWL TO CBL (PROJECT STEALTH) (FINAL).DOCX NI 02/08/12

7. 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 these presents consisting of this and the preceding page and the schedule annexed hereto are executed as follows:-

Signed for and on behalf of ALLIED DOMECQ SPIRITS & WINE LIMITED	In the presence of:
at PAINLEY on the 2% day of JUNE 2012 by: Signature DIRECTOR/AUTHORISED SIGNATORY STRAKT, MAKNAD. Print Name	ANTE MARKETERE Name NUT 113 REWITHER RAP. Address PROLEY RAS 4NY.
0:	
Signed for and on behalf of CHIVAS BROTHERS LIMITED	In the presence of:
BROTHERS LIMITED at: PRULEV	•
BROTHERS LIMITED	In the presence of: ### Witness ##################################
BROTHERS LIMITED at: PRULEV	AULA MARRIEBECK Name MILIA REVERENCEAR Address
BROTHERS LIMITED at: PAULEV on the Zig day of JUNE 2012 by:	AUSA MARRIEBECK Name

SCHEDULE 1

United States of America

1. Trade marks

Trade mark	Graphical Representation	Classes	Filing number	Registration number
BURROUGH	•	33	85776713	
CHANGE THE PLAN		33;35	85681531	
THIS IS MY LONDON		33	85708150	
GINSPIRED		33	85702504	4,374,917
BALLANTINE'S FINEST EQUALIZER Bottle (2D)		33	85711159	
BALLANTINE'S B & GOLFER Device		33	85874247	
TSHIRTOS		09;41	85831720	
TSHIRTOS Logo	TSHIRT	09;41	85831735	
LOUD BLUE		09;32;33 ;41 33	85782812	
AMICUS HUMANI GENERIS (BALLANTINE'S FINEST in Latin)		33	85829003	
BEEFEATER BURROUGH'S RESERVE Bottle 3-D (line drawings)		33	85848146	

UKMATTERS:31349374.1

PATENT REEL: 034953 FRAME: 0853

BEEFEATER BURROUGH'S RESERVE Label excluding LILLET	BURROUCHS RESERVE	33	85848240	
BEEFEATER BURROUGH'S RESERVE Bottle 2-D		33	85848229	
BALLANTINE'S FINEST RESTAGE 2012 BOTTLE with label (no wording) 3D		33	85891884	
BALLANTINE'S FINEST RESTAGE 2012 bottle (with label incl. GEO BALLANTINE) 3D		33	85913771	
BALLANTINE'S SIGNIFIER	B	16;25;32 ;33;41	86150749	4199219
MACNAIR'S		32;33	85338543	4188218

2. Designs

Design name	Design	Filing number	Registration number
BALLANTINE'S FINEST RESTAGE 2012 Bottle		29/453140	
BEEFEATER BURROUGH'S RESERVE Bottle		29446209	