

02-23-1999

T-073 P.02/02 Job-083

FORM PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100969455

To the Honorable Commissioner of Patents and Trademarks

its or copy thereof.

1. Name of conveying party(ies):

NWS, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying parties(ies) attached: ☐ Yes ☒ No

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 20, 1999

2. Name and address of receiving party(ies):

Name: NWS-Illinois, LLC

Internal Address: _____

Street Address: 2600 W. 35th StreetCity: Chicago State: Illinois Zip: 60632

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s):

1,013,038
728,695Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Russell E. Fowler, IIInternal Address: ICE MILLER DONADIO & RYANStreet Address: One American Square, Box 82001City: Indianapolis State: Indiana ZIP: 462826. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 80.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Russell E. Fowler, II
Name of Person SigningRussell E. Fowler II
Signature5-17-99
DateTotal number of pages including cover sheet: 3

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Enterprise Services, Paperwork Project, Washington, D.C. 20503.

TRADEMARK
REEL: 1864 FRAME: 0496

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ASSIGNMENT OF TRADEMARKS

02-16-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

WHEREAS, NWS, Inc., an Illinois corporation ("Assignor") and NWS-Illinois, LLC, an Illinois limited liability company ("Assignee") engaged in a corporate restructuring effective as of December 31, 1998 whereby Assignor transferred and assigned substantially all of its assets and operations to Assignee (the "Reorganization");

WHEREAS, as part of the Reorganization, Assignor transferred, granted, conveyed, and assigned to Assignee all of Assignor's right, title, and interest along with any attached liens, encumbrances or security interests in all patents, trade secrets, copyrights, trademarks, service marks, brand labels, trade names, trade dress, inventions, discoveries, improvements, processes, formulae, compositions, proprietary rights or data, shop rights, ideas or know-how, computer software, data, and documentation, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, and technical data, whether patentable or not, and all other intellectual property owned or claimed by Assignor, **including, without limitation, those trademarks listed in below** (collectively, the "Intellectual Property"); provided, however that the Intellectual Property related to the operations of U. S. Beverage were not transferred to Assignee;

WHEREAS, Assignor is the owner of the following trademarks currently registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Fed. Reg. No.</u>	<u>Date of Registration</u>
DIMITRI	1,013,038	June 10, 1975
CANADIAN RESERVE	728,695	March 13, 1962

WHEREAS, Assignor is also the owner of the following trademark which it has registered in the following states:

<u>Trademark</u>	<u>Reg. No.</u>	<u>State</u>	<u>Date of Registration</u>
COSSACK VODKA	27,579	Illinois	March 2, 1981

WHEREAS, Assignee is desirous of acquiring all of the above-listed trademarks and registrations thereof;

