

EXPRESS MAIL No. EE 376897175 US

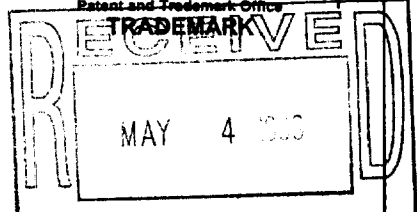
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-11-1999



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U.S. Department of Commerce
Patent and Trademark Office



MPO
5.4.99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
4-28-99

Conveying Party

Mark if additional names of conveying parties attached

Name UNITED DISTILLERS MANUFACTURING, INC.

Execution Date
Month Day Year
4-28-99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name DAVID SHERMAN CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5050 KEMPER AVE.

Address (line 2) _____

Address (line 3) ST. LOUIS MISSOURI 63139

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Corporation Association

Other _____

Citizenship/State of Incorporation/Organization MISSOURI

05/11/1999 DNGUYEN 00000086 727786

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

T-5411, T-5412, T-5413

TRADEMARK
REEL: 1894 FRAME: 0855

MAY 4 1999

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name EDWARD H. RENNER (REG. NO. 24,839)

Address (line 1) HUSCH & EPPENBERGER, LLC

Address (line 2) 100 NORTH BROADWAY, SUITE 1300

Address (line 3) ST. LOUIS, MO 63102-2789

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 314-421-4800

Name EDWARD H. RENNER (REG. NO. 24,839)

Address (line 1) HUSCH & EPPENBERGER, LLC

Address (line 2) 100 NORTH BROADWAY, SUITE 1300

Address (line 3) ST. LOUIS, MO 63102-2789

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

727,786

860,271

1,970,590

Number of Properties Enter the total number of properties involved.

3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 08-3460

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

EDWARD H. RENNER (24,839)
Name of Person Signing

Edward H Renner
Signature

Mar 3, 1999
Date Signed

ANNEX 1 - UNITED STATES

<u>Trademark</u>	<u>Registration No.</u>	<u>Owner</u>
REBEL YELL	1,970,590	United Distillers Manufacturing Inc.
REBEL YELL	727,786	United Distillers Manufacturing Inc.
SOUTHERN SOUR MASH	860,271	United Distillers Manufacturing Inc.

ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY RIGHTS

ASSIGNMENT OF U.S. INTELLECTUAL PROPERTY RIGHTS, made, executed and delivered as of April 28, 1999 ("Assignment of U.S. Intellectual Property Rights") by and between United Distillers Manufacturing, Inc., a Delaware corporation ("UD Manufacturing"), and David Sherman Corporation, a Missouri corporation ("Purchaser").

WHEREAS, Diageo Inc., a Delaware corporation ("Seller"), Heaven Hill Distilleries, Inc., a Kentucky corporation ("Heaven Hill"), Sazerac Co., Inc., a Louisiana corporation ("Sazerac"), and Purchaser have entered into an Asset Purchase Agreement, dated as of February 23, 1999 (the "Agreement"), pursuant to which Seller agreed to sell, convey, assign, transfer and deliver, and to cause Subsidiaries (such term and all other capitalized terms used but not defined herein having the same meanings ascribed to such terms in the Agreement) of Seller to sell, convey, assign, transfer and deliver, and Heaven Hill, Sazerac and Purchaser agreed to purchase, among other things, the Transferred Intellectual Property, all as more fully described in the Agreement;

WHEREAS, Heaven Hill and Sazerac have assigned to Purchaser all of their rights, liabilities and obligations under the Agreement with respect to any Transferred Intellectual Property exclusively related to any Brand marketed under the trademark REBEL YELL, pursuant to an Allocation Agreement, dated as of February 23, 1999, by and among Purchaser, Heaven Hill and Sazerac;

WHEREAS, Seller and Purchaser now desire to carry out the intent and purpose of the Agreement by Seller's execution and delivery to Purchaser of this instrument;

WHEREAS, UD Manufacturing owns the Transferred Intellectual Property listed on Annex 1 attached hereto identified with the registration number listed thereon (the "U.S. Intellectual Property"); and

WHEREAS, Purchaser wishes to acquire the U.S. Intellectual Property;

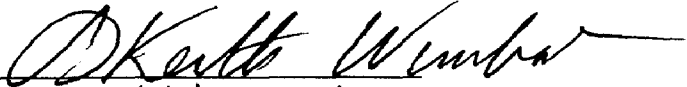
NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and accepted, UD Manufacturing hereby sells, conveys, assigns, transfers and delivers unto Purchaser and its successors and assigns, any and all of its right, title and interest in and to the U.S. Intellectual Property, including all rights of recovery for future infringement thereof, together with the goodwill of the business connected with the U.S. Intellectual Property.

This Assignment of U.S. Intellectual Property Rights is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Purchaser thereunder.

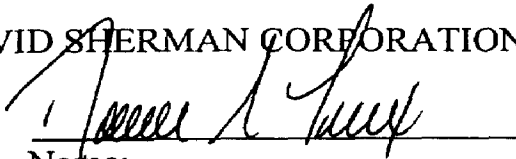
This Assignment of U.S. Intellectual Property Rights may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment of U.S. Intellectual Property Rights has been duly executed and delivered on behalf of the parties as of the date first above written.

UNITED DISTILLERS MANUFACTURING, INC.

By: 
Name: L. Keith Wimbush
Title: Sr. VP

DAVID SHERMAN CORPORATION

By: 
Name:
Title: