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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

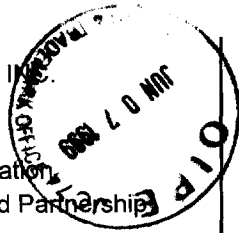
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original documents or copy thereof.

1. Name of conveying party(ies):

SCHENLEY INDUSTRIES, INC.  
UNITED DISTILLERS MANUFACTURING, INC.

- Individual
- General Partnership
- Corporation-State: Both State of Delaware
- Other
- Association
- Limited Partnership



Name of receiving party(ies):

Sazerac Company, Inc.

Internal Address: 803 Jefferson Highway

Street Address: Same as above

City: New Orleans State: LA ZIP: 70121

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation-State: State of Louisiana
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

Additional name(s) & address(es) attached:  Yes  No  
A domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 28, 1999

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

A. Trademark Application No(s). \_\_\_\_\_ Application No(s). \_\_\_\_\_ B. Trademark Registration No(s). 1,309,275; 1,825,377; 1,222,827; 1,879,987, 940,039 and 1,194,084

Additional numbers attached?  Yes  No

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

Name: Christopher J. Renk  
Address: BANNER & WITCOFF, LTD.  
Suite 3000  
Ten South Wacker Drive  
Chicago, Illinois 60606

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR §3.41): ..... \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No. 01-0850  
(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.

Thomas K. Pratt  
Name of Person Signing

Thomas K Pratt  
Signature

May 27, 1999  
Date

06/10/1999 MTHAI1 00000162 122227

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

Total number of pages including cover sheet, attachments, and document : Six (6)

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

10864.66932

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

TRADEMARK  
REEL: 001911 FRAME: 0746

## 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 Schenley Industries Inc., a Delaware corporation ("Schenley"), and United Distillers Manufacturing, Inc., a Delaware corporation ("UD Manufacturing"), and Sazerac Co., Inc., a Louisiana corporation ("Purchaser").

WHEREAS, Diageo Inc., a Delaware corporation ("Seller") and Heaven Hill Distilleries, Inc., a Kentucky corporation ("Heaven Hill"), Purchaser and David Sherman Corporation, a Missouri corporation ("DSC") 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, Purchaser and DSC agreed to purchase, among other things, the Transferred Intellectual Property, all as more fully described in the Agreement;

WHEREAS, Heaven Hill and DSC 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 trademarks OLD CHARTER or W.L. WELLER, pursuant to an Allocation Agreement, dated as of February 23, 1999, by and among Purchaser, Heaven Hill and DSC;

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, Schenley and UD Manufacturing each owns certain of 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, Schenley and UD Manufacturing each 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 transferred trademarks in the United States.

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.

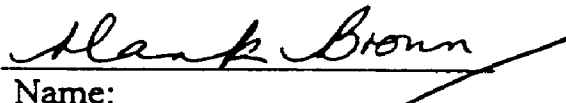
SCHENLEY INDUSTRIES INC.

By:   
Name: Keith Wimbush  
Title: Senior VP

UNITED DISTILLERS MANUFACTURING, INC.

By:   
Name: Keith Wimbush  
Title: Senior VP

SAZERAC CO., INC.

By:   
Name:  
Title:

**ANNEX 1 - UNITED STATES**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Owner</u></b>
CHARTER	1,309,275	Schenley Industries Inc.
CHARTER 10	1,222,827	Schenley Industries Inc.
Clock Design	940,039	Schenley Industries Inc.
OLD CHARTER	1,825,377	Schenley Industries Inc.
WL WELLER	1,879,987	United Distillers Manufacturing Inc.
OLD WELLER THE ORIGINAL 107 PROOF Stylized	1,194,084	United Distillers Manufacturing Inc.

<b><u>Copyright</u></b>	<b><u>Registration No.</u></b>	<b><u>Owner</u></b>
(Increase the value of your holdings)	VA-28-264	Schenley Industries Inc.
“Increase the value of your holdings. (Charter 10)”	VA-37-728	Schenley Industries Inc.
Why Old Charter? Because I've earned the right to go first class	VA-42-356	Schenley Industries Inc.
This year, raise your standard of giving, Old Charter, Kentucky's finest	VA-43-107	Schenley Industries Inc.
“This year, raise your standard of giving. (Charter 10)”	VA-45-779	Schenley Industries Inc.
When only the best will do: Old Charter, Kentucky's finest.	VA-59-854	Schenley Industries Inc.
“Everyone should like someone this much. (Charter 10)”	VA-66-230	Schenley Industries Inc.

"No one had to tell you what to drink. You just knew. Old Charter, Kentucky's finest."	VA-70-601	Schenley Industries Inc.
"Charter the final steps up. Vintage 10 year old Kentucky bourbon: Old Charter"	VA-71-975	Schenley Industries Inc.
"Charter 10. The final setup. Vintage 10 year old Kentucky bourbon."	VA-72-786	Schenley Industries Inc.
Charter 10 the final setup: (no.) 0-4-26	VA-74-482	Schenley Industries Inc.
Charter 10 the final step up.	VA-74-828	Schenley Industries Inc.
Everyone should like someone this much: Charter 10 Kentucky bourbon	VA-97-397	Schenley Industries Inc.
Invest in a preferred stock. Charter 10. The final step up	VA-35-318	Schenley Industries Inc.