

11-03-2000



101504896

10.23.00

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  Effective Date  
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly  76078563

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
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

11/02/2000 DBYRNE 00000197 76078563  
01 FC:481 40.00

FOR OFFICE USE ONLY

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)		
<input type="text" value="76078563"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Joseph J. Kadow, Vice President

Name of Person Signing

Signature

Date Signed

## AGREEMENT FOR ASSIGNMENT OF SERVICE MARK

THIS AGREEMENT FOR ASSIGNMENT OF SERVICE MARK ("Agreement") is entered into this 18<sup>th</sup> day of October, 2000, by and between OS LOUISIANA, INC. (hereinafter "Assignor"), a Florida corporation having a place of business at 2202 North Westshore Boulevard, 5<sup>th</sup> Floor, Tampa, Florida 33607, and SAZERAC COMPANY, INC. (hereinafter the "Assignee"), a Louisiana corporation having a place of business at 803 Jefferson Highway, New Orleans, Louisiana 70121.

WHEREAS, Assignor has applied to register the service mark listed on **Exhibit A**, attached hereto and incorporated herein, with the United States Patent and Trademark Office (hereinafter the "Service Mark");

WHEREAS, the Assignor and Assignee have entered into that certain Trademark License Agreement dated May 2000 (the "License Agreement"), pursuant to which Assignee has agreed to file and pursue registration of the name Zazarac and related logos and other indicia of origin (hereinafter the "Zazarac Marks") with the United States Patent and Trademark Office on behalf of the Assignor and license the use of the Zazarac Marks to the Assignor;

WHEREAS, in order to perform its obligations under the License Agreement, the Assignee, desires to acquire the application for registration of the Service Mark and the Assignor desires to assign the application for registration of the Service Mark to the Assignee;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the above recitals are true and correct and are incorporated herein by reference.
2. Assignment of Marks. Assignor does hereby assign unto Assignee the Service Mark, including all rights, title and interest in and to the Service Mark and the United States Trademark/Service Mark Application for registration thereof.
3. Further Assurances. The parties hereto agree to take any and all reasonable actions necessary to fulfill the intent of this Agreement, including but not limited to the execution and filing of a Trademark Recordation Cover Sheet with the United States Patent and Trademark Office.
4. Waiver; Modification. No change or modification of this Agreement shall be valid or binding on the parties hereto, nor shall any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the parties hereto.

5. Successors and Assigns. Except as provided to the contrary herein, all the provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.

6. Severability. In the event any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.

7. Applicable Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

8. Jurisdiction. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and federal courts in the State of Florida, in the judicial circuit where the Assignor has its principal office, for resolution of all disputes and causes of action arising out of this Agreement, and each party hereby waives all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

10. Paragraph Headings. The paragraph headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or in any way affect this Agreement.

11. Incorporation of Exhibits. **Exhibit A** is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

12. Singulars and Plurals. Where required to conform to common English usage and to permit a consistent, reasonable construction of this Agreement, words appearing in the singular shall be deemed to be in the plural, words in the plural shall be deemed to be in the singular, and subjects and verbs shall be deemed to agree with each other in the proper sense.

13. Prior Agreements Superseded. This Agreement and the License Agreement constitute the entire agreement between the parties and supersedes any prior understanding or agreement between them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, between the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized corporate officers, all as of the day and year first above written.

**"ASSIGNOR"**

OS LOUISIANA, INC.,  
a Florida corporation

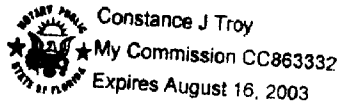
By: [Signature]  
Joseph J. Kadow, Vice President

STATE OF FLORIDA )  
 ) ss  
COUNTY OF HILLSBOROUGH )

On this 18 day of October, 2000, before me personally came JOSEPH J. KADOW, who is personally known to me or has produced \_\_\_\_\_ as identification, and being first duly sworn, did depose and say that he executed the foregoing on behalf of said corporation by order of the Board of Directors of said corporation.

NOTARY SEAL and  
COMMISSION NO.:

[Signature]  
(Notary Signature)



**"ASSIGNEE"**

SAZERAC COMPANY, INC.,  
a Louisiana corporation

By: [Signature]  
Mark Brown, President/CEO

STATE OF LOUISIANA )  
PARISH ) ss  
COUNTY OF JEFFERSON )

On this 16<sup>th</sup> day of October, 2000, before me personally came MARK BROWN, who is personally known to me ~~or has produced~~ \_\_\_\_\_ ~~as~~ ~~identification~~, and being first duly sworn, did depose and say that he executed the foregoing on behalf of said corporation by order of the Board of Directors of said corporation.

NOTARY SEAL and  
COMMISSION NO.:

[Signature]  
(Notary Signature)

Clyde J. Bourgenis  
Notary Public  
Jefferson Parish, La.  
Commissioned For Life

**EXHIBIT A**

**OS LOUISIANA, INC. SERVICE MARK**  
**FOR WHICH U.S. REGISTRATION IS PENDING**

Z ZAZARAC	76/078563
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