

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A. Smith Bowman Distillery, Incorporated		10/31/2003	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Sazerac Company, Inc.
Street Address:	803 Jefferson Highway
Internal Address:	P.O. Box 52821
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70121
Entity Type:	CORPORATION: LOUISIANA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2262503	
Registration Number:	347081	VIRGINIA GENTLEMAN
Registration Number:	2349121	VIRGINIA GENTLEMAN
Registration Number:	2262504	VG 90
Registration Number:	2373919	VG 90
Registration Number:	2062499	BOWMAN'S

CORRESPONDENCE DATA

Fax Number: (312)463-5001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-463-5000
 Email: bwptotm@bannerwitcoff.com
 Correspondent Name: Banner & Witcoff, Ltd.
 Address Line 1: 10 S. Wacker Drive
 Address Line 2: 30th Floor
 Address Line 4: Chicago, ILLINOIS 60606

CH \$165.00 2262503

TRADEMARK

ATTORNEY DOCKET NUMBER:

010864.00125/JVC/TKW

NAME OF SUBMITTER:

James V. Callahan

Total Attachments: 4

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ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of 31 October, 2003 by and between A. SMITH BOWMAN DISTILLERY, INCORPORATED, a Virginia corporation (the "Assignor"), located at One Bowman Drive, Fredericksburg, VA 22408, and SAZERAC COMPANY, INC., a Louisiana corporation (the "Assignee"), located at 803 Jefferson Highway, New Orleans, LA 70121 (collectively, the "Parties") and hereby provides:

WHEREAS, Assignor has registered its proprietary claims to, and obtained federal registration within the United States of America and registration within various international countries for, the service marks and/or trademarks depicted and described in Exhibit A, attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title, and interest that it may have in and to the Trademarks within the United States and applicable foreign countries, together with the goodwill of the business in connection with which the Trademarks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks; and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks.

NOW THEREFORE, in consideration for the mutual covenants contained herein, the above recitals that are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment**. Assignor hereby assigns and conveys to Assignee free and clear of any liens or encumbrances all rights, title, and interest that Assignor may have, in and to the Trademarks as used or any portion thereof, together with the goodwill of the business connected with the use of, and that is symbolized by, the Trademarks, along with the Assignor's right to recover for damages and profits for any past infringements of the Trademarks.

2. **Authorization**. Contemporaneously with executing this Assignment, Assignor has provided Assignee with all original certificates of registration in Assignor's possession for the Trademarks listed on Exhibit A. Assignor hereby authorizes and requests all appropriate trademark offices to issue certificates of registration issued by any and all countries and all states within the United States to Assignee. Assignor hereby represents and covenants that it has the full right to convey the interest herein assigned and that it has not executed and will not execute any agreement or document that is in conflict herewith.

3. **Future Assurances.** Assignor agrees that upon the written request of Assignee, it shall execute and deliver all papers and do all other reasonable acts necessary to carry out the intent of this Assignment and that Assignee may reasonably request in order to vest all of Assignor's right, title, and interest in and to the Trademarks in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession or control of Assignor.

4. **Binding Effect.** This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors, and assigns, as the case may be, and all others acting by, through, with, or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

5. **Applicable Law.** This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.

6. **Recordation.** Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

7. **General.** This assignment is made pursuant to an Asset Purchase and Sale Agreement entered into between the parties on October 30, 2003, and all the terms, conditions and warranties contained therein are incorporated by reference herein and to be read as a part hereof.

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:

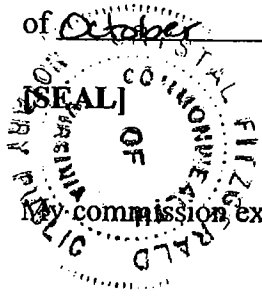
A. Smith Bowman Distillery, Incorporated,
a Virginia corporation

By: John B. Adams, Jr.
Title: President & CEO

State of Virginia
County of Spotsylvania, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared John B. Adams Jr., the President/CEO and duly authorized agent and signatory A. Smith Bowman Dist., who executed the foregoing Trademark Assignment of [his] [her]

own free act and deed. In witness whereof, I have hereunto set my hand and seal this 31st day of October, 2003



Crystal Fitzgerald
Notary Public

My commission expires: 6/30/06

ASSIGNEE:

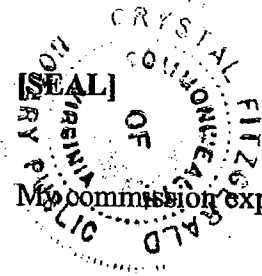
Sazerac Company, Inc.,
a Louisiana corporation

By: Kent Broussard

Title: Vice President - Fin & Admin

COMMONWEALTH OF VIRGINIA
[CITY] [COUNTY] OF Spotsylvania, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Kent Broussard, the VP Fin & Admin and duly authorized agent and signatory of Sazerac Co., Inc., who executed the foregoing Trademark Assignment of [his] [her] own free act and deed. In witness whereof, I have hereunto set my hand and seal this 31st day of October, 2003



Crystal Fitzgerald
Notary Public

My commission expires: 6/30/06

EXHIBIT A

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>
Fox Head Logo	2262503
VIRGINIA GENTLEMAN	347081
VIRGINIA GENTLEMAN	2349121
VG 90 (logo)	2262504
VG 90 (logo)	2373919
BOWMAN'S	2062499