

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Plan of Reorganization and Contribution and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phillips Products Company LLC		06/18/2002	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Millennium Import LLC		
Street Address:	25 Main Street SE.		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55414		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2235408	HOW SWEET IT ISN'T	
Registration Number:	2235409		
CORRESPONDENCE DATA			
Fax Number:	(212)521-5450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-521-5400		
Email:	dcohen@reedsmith.com		
Correspondent Name:	Darren B. Cohen		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	29th Floor		
Address Line 4:	New york, NEW YORK 10022-7650		
NAME OF SUBMITTER:	Darren B. Cohen		
Signature:	/Darren B. Cohen/		
Date:	02/15/2005		

OP \$65.00 2235408

Total Attachments: 8

source=Plan of Reorganization#page1.tif

source=Plan of Reorganization#page2.tif

source=Plan of Reorganization#page3.tif

source=Plan of Reorganization#page4.tif

source=Plan of Reorganization#page5.tif

source=Plan of Reorganization#page6.tif

source=Plan of Reorganization#page7.tif

source=Plan of Reorganization#page8.tif

**PLAN OF REORGANIZATION
AND
CONTRIBUTION AND ASSUMPTION AGREEMENT**

THIS PLAN OF REORGANIZATION AND CONTRIBUTION AND ASSUMPTION AGREEMENT, dated this 18th day of June 2002, by and between Phillips Beverage Company, a Minnesota corporation ("PBC"), and Millennium Import LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, PBC has an operating division known as Millennium Import Company ("MIC") which is engaged in the business of distributing Belvedere and Chopin brands of vodka; and

WHEREAS, the Company is a wholly owned subsidiary of PBC; and

WHEREAS, PBC has entered into an Agreement with Moet Hennessy SA ("Moet Hennessy") dated December 4, 2001 ("MH Agreement") whereby PBC has granted options to Moet Hennessy to purchase membership interests in the Company; and

WHEREAS, pursuant to the MH Agreement, as a condition precedent to Moet Hennessy exercising its first option thereunder, PBC is obligated to transfer the existing business, properties and organization of MIC to the Company; and

WHEREAS, in anticipation of Moet Hennessy exercising its first option under the MH Agreement, PBC has adopted this Plan of Reorganization and Contribution and Assumption Agreement ("Reorganization Plan") whereby PBC is transferring its business, properties and organization to the Company subject to the terms of this Reorganization Plan.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
CONTRIBUTION OF ASSETS**

1.1 Contributed Assets.

(a) PBC hereby contributes, sells, assigns, transfers, conveys and delivers ("Transfer"), free and clear of all liens, whether legal or equitable (except for the lien of JPMorgan Chase Bank ("Bank"), as Collateral Agent as set forth in the Security Agreement dated as of December 31, 2001, as amended as of January 14, 2002, as further amended and restated as of the date hereof), to the Company, and the

Company hereby accepts from PBC on the terms and subject to the conditions hereinafter set forth, all of the assets, properties, rights and interests of PBC, to the extent existing as of the date hereof, including all of the goodwill associated with the business of MIC (other than the Excluded Assets as defined in Section 1.2) (such non-excluded business, assets, personnel, properties, rights and interests being hereinafter collectively referred to as the "Contributed Assets"), including but not limited to, all right, title and interest of PBC and MIC in:

(i) the leases of real property described in Schedule 1.1(a)(i), together with all rights thereunder to all leasehold improvements thereon and all easements, rights-of-way, transferable licenses and permits and other appurtenances thereof;

(ii) all inventory, machinery, equipment, tools, spare parts, supplies, furniture, furnishings, vehicles and other fixed assets owned, leased or otherwise used by PBC and MIC (wherever located) and, in each case, used or held for use in the conduct of MIC's business as set forth on Schedule 1.1(a)(ii);

(iii) all contracts (whether written or oral) (other than to the extent that such contracts relate to Retained Liabilities (as defined in Section 2.2(b)) or Excluded Assets), commitments, leases, purchase orders, contracts for services and supplies, contracts to supply or sell products or services, license agreements, distribution agreements and all of the other agreements (whether written or oral) of PBC and MIC, including, without limitation, those material agreements set forth on Schedule 1.1(a)(iii) (collectively, the "Contracts");

(iv) all accounts receivable (including billed and unbilled) of PBC and MIC relating to or arising out of the conduct of MIC's business ("Accounts Receivable") as set forth on Schedule 1.1(a)(iv);

(v) all intellectual property rights of PBC or MIC relating to MIC's business as set forth on Schedule 1.1(a)(v) subject to the qualifications relating thereto as set forth in Schedule 1.1(a)(v);

(vi) all licenses, permits, registrations, and authorizations held by PBC or MIC relating to the conduct of MIC's business as set forth in Schedule 1.1(a)(vi);

(vii) all books and records of PBC and MIC (including those held or prepared by PBC's and MIC's advisors for PBC and MIC or on PBC's and MIC's behalf) relating to MIC's business, including, without limitation, all historical accounting records, all customer and supplier files and lists, equipment maintenance and warranty information, all correspondence with any customers, suppliers, employees or governmental authorities, all personnel records of employees of MIC who will become employees of the Company ("Transferred Employees"), and any other reports, marketing studies, plans and documents prepared by or on behalf of PBC or MIC, including, without limitation, data stored electronically;

(viii) all prepaid claims, prepaid insurance premiums and other prepaid expense items and deferred charges, credits, advance payments, security and other deposits made by PBC or MIC to any other person relating to the conduct of MIC's business;

(ix) all policies of insurance, fidelity, surety or similar bonds and third-party indemnities where PBC or MIC is an indemnified party and the coverages afforded thereby, in each case, other than to the extent relating to the Retained Liabilities or Excluded Assets, as set forth in Schedule 1.1(a)(ix);

(x) the goodwill of MIC;

(xi) certain bank accounts and all deposits and credit therein and bank account numbers, telephone and facsimile numbers (together with all other similar numbers), electronic mail addresses and web sites, in each case, owned or used by PBC and MIC in MIC's business as set forth on Schedule 1.1(a)(xi);

(xii) all rights of MIC pertaining to any causes of action, lawsuits, judgments, claims, demands, counterclaims, set-offs or defenses it may have with respect to the Contributed Assets or the Assumed Liabilities (as defined in Section 2.1) as set forth on Schedule 1.1(a)(xii);

(xiii) all rights under PBC's employee benefit plans as set forth in Schedule 1.1(a)(xiii) hereof ("Benefit Plans"); and

(xiv) except for the Excluded Assets, all other assets, properties and rights of every kind and nature related to or used or held for use in connection with MIC's business and owned or held by PBC or MIC or in which PBC or MIC has an interest on the date hereof, known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, whether or not specifically referred to in this Agreement.

(b) In confirmation of the foregoing sale, assignment and transfer, PBC will have executed and delivered to the Company as of the date hereof, such bills of sale and other instruments of assignment and Transfer as the Company may reasonably deem necessary or desirable, and if requested by the Company after the date hereof, PBC will execute whatever other documents of Transfer and take whatever other action may be necessary in order to implement and consummate the Transfer.

1.2 Excluded Assets.

Anything in this Plan of Reorganization to the contrary notwithstanding, the assets of PBC and MIC as set forth in Schedule 1.2 (the "Excluded Assets") are being retained by PBC and will not be included in the Contributed Assets.

1.3 Nonassignable Contracts, Leases and Permits.

In the case of any Contributed Assets constituting contracts or permits that are not by their terms assignable or that require the consent of a third party, PBC will have obtained or caused to be obtained in writing, prior to the date hereof, any consents necessary to convey the benefits thereof. If the consent of any third party shall not have been obtained prior to the date hereof, PBC will use its reasonable best efforts to assist the Company to obtain such consent promptly. During such period in which the applicable contract or permit is not capable of being assigned to the Company due to the failure to obtain any required consent, PBC will make such arrangements as may be necessary to enable the Company to receive all the economic benefits under such contract accruing on and after the date hereof.

ARTICLE II ASSUMPTION OF LIABILITIES

2.1 Liabilities Assumed.

(a) Subject to Section 2.2, PBC hereby Transfers to the Company and the Company hereby assumes, as of the date hereof, and will subsequently pay, honor and discharge when due and payable and otherwise in accordance with their terms, all of the liabilities and obligations of PBC and MIC relating to MIC's business to the extent existing on the date hereof (other than the Retained Liabilities) including, without limitation:

(i) (x) all accounts payable, accrued expenses and liability for sales, use and other non-income based taxes of PBC relating to MIC's business, not discharged prior to the date hereof, and (y) all accounts payable, accrued expenses and liability for sales, use and other non-income based taxes of PBC relating to MIC's business arising after the date hereof and not discharged prior to the date hereof, and (z) PBC's indebtedness to JPMorgan Chase Bank ("Bank") as described in Schedule 2.1(a)(i).

(ii) all liabilities and obligations under contracts to which PBC or MIC is a party that have been assigned to the Company pursuant to Section 1.1(a)(iii) hereof, including those material agreements set forth on Schedule 1.1(a)(iii) to this Reorganization Plan; and

(iii) all obligations to Transferred Employees, identified on Schedule 2.1(a)(iii), with respect to wages, salaries, bonus (including stay bonuses) or vacation or pursuant to any Benefit Plan (to the extent not discharged prior to the date hereof) or otherwise accruing on and after the date hereof.

(b) The liabilities to be assumed by the Company pursuant to Section 2.1(a) are hereinafter sometimes collectively referred to as "Assumed Liabilities."

2.2 Liabilities Not Assumed.

(a) Anything in this Reorganization Plan to the contrary notwithstanding, the Company will not assume, cause to be assumed or be deemed to have assumed, or in any way be liable or responsible for, any liabilities or obligations of PBC or MIC as set forth in Schedule 2.2 hereof.

(b) All liabilities and obligations of PBC or MIC other than the Assumed Liabilities are hereinafter sometimes collectively referred to as the "Retained Liabilities."

2.3 Indemnification.

The Company hereby agrees to indemnify and hold harmless PBC, its officers, directors, employees, representatives and shareholders from any liabilities, obligations, causes of action, claims, costs and expenses, including reasonable attorneys fees, arising out of or relating to the Assumed Liabilities.

2.4 Contribution to the Company.

PBC's Transfer to the Company of the Contributed Assets, net of the Company's assumption of the Assumed Liabilities, shall be considered a part of PBC's initial capital contribution to the capital of the Company.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Representations by PBC.

PBC hereby represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota and that all necessary corporate action has been taken by PBC, including shareholder approval, to authorize the execution, delivery and performance of this Reorganization Plan.

3.2 Representations by the Company.

The Company hereby represents and warrants that it is a limited liability company formed under the laws of the State of Delaware, that it is duly organized, validly existing and in good standing under the laws of the State of Delaware and that all necessary action has been taken by the Company to authorize the execution, delivery and performance of this Reorganization Plan.

ARTICLE IV
MISCELLANEOUS

4.1 Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by certified mail (return receipt requested) to the parties at the following address (or at such other address for a party as shall be specified by like notice), or if sent by telecopy to the parties at the following telecopy numbers;

If to PBC:

Phillips Beverage Company
25 Main Street, SE
Minneapolis, Minnesota 55144
Fax No.: (612) 623-1611

If to the Company:

Millennium Import LLC
25 Main Street, SE
Minneapolis, Minnesota 55144
Fax No.: (612) 623-1611

4.2 Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.3 Expenses.

Except as otherwise expressly provided for herein, the parties will pay or cause to be paid all of their own fees and expenses incident to this Reorganization Plan and in preparing to consummate and consummating the transactions contemplated hereby, including the fees and expenses of any broker, finder, financial advisor, legal advisor or similar person engaged by such party.

4.4 Successors and Assigns.

The provisions of this Reorganization Plan will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Reorganization Plan (including any Transfer by way of merger) without the consent of each other party hereto.

4.5 No Third-Party Beneficiaries.

This Reorganization Plan is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied will give or be construed to give to any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights hereunder.

4.6 Governing Law.

This Reorganization Plan will be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to the conflicts of law rules of such state.

4.7 Counterparts.

This Reorganization Plan may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

4.8 Headings.

The headings in this Reorganization Plan are for convenience of reference only and will not control or affect the meaning or construction of any provisions hereof.

4.9 Entire Agreement.


This Reorganization Plan (including the Schedules hereto), constitutes the entire agreement between the parties with respect to the subject matter of this Reorganization Plan. This Reorganization Plan (including the Schedules hereto) supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof.

4.10 Severability.


The provisions of this Reorganization Plan are severable. If any provision of this Reorganization Plan is held invalid, illegal or otherwise unenforceable, in whole or in part, the remaining provisions or enforceable parts thereof will not be affected thereby and will be enforced to the fullest extent permitted by law.

The parties hereto have caused this Reorganization Plan to be duly executed by their respective authorized officers as of the day and year first above written.

PHILLIPS BEVERAGE COMPANY

By: 
Name: Edward Jay Phillips
Title: Chairman and Chief Executive Officer

MILLENNIUM IMPORT LLC

By: 
Name: Edward Jay Phillips
Title: Chairman and Chief Executive Officer