

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
White Rock Distilleries, Inc.		09/30/2005	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Sazerac Company, Inc.		
Street Address:	803 Jefferson Highway, P.O. Box 52821		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70121		
Entity Type:	CORPORATION: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2700180	CANADIAN HUNTER	
Registration Number:	1010542	HUNTER	
CORRESPONDENCE DATA			
Fax Number:	(415)693-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 693-2000		
Email:	trademarks@cooley.com		
Correspondent Name:	Todd S. Bontemps		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-5800		
ATTORNEY DOCKET NUMBER:	304566-203		
NAME OF SUBMITTER:	Susan G. Mobley		
Signature:	/Susan G. Mobley/		
Date:	10/04/2005		

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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and effective as of September 30, 2005, by and between **SAZERAC COMPANY, INC.**, a Louisiana business corporation ("Sazerac") and **WHITE ROCK DISTILLERIES, INC.**, a Maine business corporation ("White Rock"). Capitalized terms used and not otherwise defined herein have the meanings given to them in the Asset Purchase Agreement (the "Purchase Agreement") dated as of September 30, 2005 made and entered into by and between Sazerac and White Rock.

WHEREAS, the parties have entered into the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Sazerac desires to acquire White Rock's entire rights, title, and interest which White Rock has in and to the trademarks listed in Schedule A hereto (the "Transferred Marks"), as well as the trade dress of the products used in connection therewith, including any pending applications and registrations in the United States or in any foreign jurisdictions related to the Transferred Marks and all intellectual property rights to which the Transferred Marks pertain (collectively, with the Transferred Marks, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. White Rock hereby sells, assigns and transfers to Sazerac, its successors and assigns, as the successor to White Rock's business to which the Marks pertain, all of White Rock's right, title and interest which White Rock has in and to the Marks, including all common law rights and all other rights that inhere in the Marks, in the United States of America and all other countries and jurisdictions of the world, together with the goodwill of the business symbolized by the Marks.

2. White Rock hereby assigns to Sazerac all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Sazerac's own name.

3. White Rock represents and warrants that it will cooperate (i) in any actions necessary for Sazerac to prosecute, renew or register its rights, title and interests in and to the Marks, including United States and foreign registrations, at Sazerac's expense (except to the extent that White Rock is required to indemnify Sazerac pursuant to Section 7 of the Purchase Agreement for any of the above actions), and (ii) to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties, at Sazerac's expense (except to the extent that White Rock is required to indemnify Sazerac pursuant to Section 7 of the Purchase Agreement for any of the above actions).

IN WITNESS WHEREOF, White Rock and Sazerac have each caused this **TRADEMARK ASSIGNMENT AGREEMENT** to be duly executed and delivered as of the date first written above.

WHITE ROCK DISTILLERIES, INC.

By: 

Print Name: PAUL G Coulombe

Title: CEO

SAZERAC COMPANY, INC.

By: _____

Print Name: _____

Title: _____

CERTIFICATION

State of Maine)
County of Androscoggin) ss.

On this 30th day of September 2005, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Paul G. Colombe, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Paul Jones
~~Notary Public~~ Attorney at Law

IN WITNESS WHEREOF, White Rock and Sazerac have each caused this **TRADEMARK ASSIGNMENT AGREEMENT** to be duly executed and delivered as of the date first written above.

WHITE ROCK DISTILLERIES, INC.

By: _____

Print Name: _____

Title: _____

SAZERAC COMPANY, INC.

By: *RWol*

Print Name: Richard T Wolf

Title: VP GM

CERTIFICATION

State of *Kentucky*)
) ss.
County of *Franklin*)

On this 30 day of Sept., 2005, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared *Richard T. Wolf*, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Majine F. Wiley
Notary Public

BY COMMISSION EXP. 07/21/08, 0107

EXHIBIT A

Registered Trademarks

Mark	Serial No.	Registration No.	Date Registered	Status	Jurisdiction
Canadian Hunter	76423689	2700180	03/25/2003	Registered	United States
Hunter	73000236	1010542	05/13/1975	Expired	United States
Canadian Hunter	052661300	TMA308381	11/15/1985	Renewed	Canada

Unregistered Trademarks

Mark	Notes
Hunter	For whiskey and distilled alcoholic beverages; registration lapsed (see above)