

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/14/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Badger Liquor Co. Inc.		03/14/2006	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	General Beverage Sales Co. - Oshkosh
Street Address:	6169 McKee Road
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53719
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1508506	MOUNT ROYAL

CORRESPONDENCE DATA

Fax Number: (414)298-8097
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-298-1000
 Email: klee@reinhartlaw.com
 Correspondent Name: Kent A. Lee
 Address Line 1: 1000 North Water Street
 Address Line 2: Suite 2100
 Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Kent A. Lee
Signature:	/kal/
Date:	03/22/2006

CH \$40.00 1508506

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of March 14, 2006 (the "Effective Date"), by and between Badger Liquor Co. Inc., a Wisconsin corporation, whose address is 850 Morris Street, Fond du Lac, Wisconsin 54936 ("Assignor") and General Beverage Sales Co. - Oshkosh, a Wisconsin corporation, whose address is 6169 McKee Road, Madison, Wisconsin 53719 ("Assignee").

WHEREAS, Assignor is the owner of the trademark described on Schedule A attached hereto (the "Mark"), and the goodwill of the business symbolized by the Mark; and

WHEREAS, Assignee wishes to acquire the Mark and the goodwill of the business symbolized by the Mark.

WHEREAS, this Trademark Assignment is made pursuant to the Purchase Agreement dated as of the date hereof (the "Purchase Agreement") by and between Assignor and Assignee pursuant to which Assignor sold to Assignee all of its rights and title to the Mark and "Formula," as such term is defined in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, Assignor's entire right, title and interest in and to the following:

1. The Mark;
2. The goodwill of the business symbolized by the Mark;
3. Any and all rights to obtain renewals, extensions or reinstatements of any registrations of the Mark, as well as any applications for registration of the Mark; and
4. All rights of action, powers and benefits accrued by the Mark, including the right to sue for and collect damages and payments for past or future infringements of the Mark.

Assignor hereby authorizes Assignee to request the Trademark Office, or analogous entity or agents in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Mark and the goodwill of the business in connection with which the Mark is used and Assignor hereby consents to any such proper recording. Upon reasonable request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate, to confirm Assignee's ownership of the Mark and to otherwise effectuate the transactions contemplated by this Assignment.

This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when both parties have received a counterpart signed by the other party.

Signature pages follow

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Trademark Assignment to be executed by its duly authorized officer as of the date written below.

BADGER LIQUOR CO. INC.

By: _____
Print Name: _____
Print Title: _____

STATE OF WISCONSIN)
)
COUNTY OF FOND DU LAC)

On this ___ day of March 2006, there appeared before me _____ personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Badger Liquor Co. Inc.

(SEAL)

Notary Public, State of _____
My commission expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Trademark Assignment to be executed by its duly authorized officer as of the date written below.

BADGER LIQUOR CO. INC.

By: [Signature]
Print Name: CARY A SADOWSKI
Print Title: PRESIDENT

STATE OF WISCONSIN)
COUNTY OF FOND DU LAC)

On this 14 day of March 2006, there appeared before me [Signature] personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Badger Liquor Co. Inc.

[Signature]
Notary Public, State of Wisconsin
My commission expires: 7-08-07



GENERAL BEVERAGE SALES CO. - OSHKOSH

By: _____
Print Name: _____
Print Title: _____

STATE OF _____)
)
COUNTY OF _____)

On this ___ day of March 2006, there appeared before me _____ personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of General Beverage Sales Co. - Oshkosh

(SEAL)

Notary Public, State of _____
My commission expires: _____

GENERAL BEVERAGE SALES CO. - OSHKOSH

By: *Dan Weinstein*
Print Name: DAN WEINSTEIN
Print Title: PRES.

STATE OF Wisconsin)
COUNTY OF Waukegan)

On this ___ day of March 2006, there appeared before me DAN WEINSTEIN personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of General Beverage Sales Co. - Oshkosh



Kathleen R. W. W. W.
Notary Public, State of Wisconsin
My commission expires: January 21, 2007



Schedule A

U.S. Trademark Registration

<u>Mark</u>	<u>Trademark Office</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Category</u>
MOUNT ROYAL	United States	1,508,506	October 11, 1988	Whiskey