

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
Pearl Spirits, Inc.		06/02/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Luxco, Inc.		
Street Address:	5050 Kemper Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63139		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2555917	PEARL	
Registration Number:	2333670	PEARL VODKA	
Registration Number:	2720870	THERE'S ONLY ONE PEARL TREASURE IT	
Serial Number:	78845424	PEARL	
Serial Number:	78735572	PEARL LOCOCO	
Serial Number:	76633227	PEARL PERSEPHONE	
CORRESPONDENCE DATA			
Fax Number:	(314)345-6060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-345-6000		
Email:	smurphy@blackwellsanders.com		
Correspondent Name:	Alisha Huls		
Address Line 1:	720 Olive Street		
Address Line 2:	24th Floor		
Address Line 4:	St. Louis, MISSOURI 63101		

OP \$165.00 2555917

ATTORNEY DOCKET NUMBER:	713062.564
NAME OF SUBMITTER:	Alisha Huls
Signature:	/Alisha Huls/
Date:	06/05/2006
Total Attachments: 2 source=Pearl.Spirits.to.Luxco - US#page1.tif source=Pearl.Spirits.to.Luxco - US#page2.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of the 31st day of May, 2006.

Background

Pearl Spirits, Inc. (the "Assignor"), a California corporation, is the owner of United States trademarks PEARL, Registration No. 2,555,917; PEARL VODKA, Registration No. 2, 333,670; THERE'S ONLY ONE PEARL TREASURE IT, Registration No. 2,720,870; PEARL and Design, Serial No. 78/845424; PEARL LOCOCO; Serial No. 78/735572; and PEARL PERSEPHONE and Design, Serial No. 76/633,227 and all goodwill associated therewith (the "Trademarks").

LUXCO, INC. (the "Assignee"), a Missouri corporation, desires to acquire the Trademarks and the associated goodwill from the Assignor.

Assignor and Assignee have entered into an agreement, effective May 31, 2006 (the "2006 Agreement"), in which Assignee purchased the Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all right, title, and interest in and to the Trademarks, including the right to sue for past infringement thereof, and the goodwill associated therewith and Assignee does hereby purchase, acquire and accept, all of Assignors' right, title and interest in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks are used, including all registrations and applications for registrations therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of the Trademarks.

PEARL SPIRITS/INC.

By: [Signature]

Print Name: P U SILVAGNIA

Title: CEO

Date: 06-02-06

STATE OF)
) SS:
COUNTY OF)

On this ___ day of ___, 200___, before me appeared ___, to me personally known, and he acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Pearl Spirits, Inc.

Notary Public [NOTARY SEAL/STAMP]
My commission expires:

LUXCO, INC.

By: [Signature]

Print Name: DONN LUX

Title: PRESIDENT & CEO

Date: 06-05-06

STATE OF)
) SS:
COUNTY OF)

On this 5 day of June, 2006, before me appeared Donn Lux, to me personally known, and he acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Luxco, Inc.

Notary Public [NOTARY SEAL/STAMP]
My commission expires:

SUSAN J. COLEMAN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
COMMISSION #00526783
MY COMMISSION EXPIRES: TRADEMARK

State of California

County of San Diego } ss.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

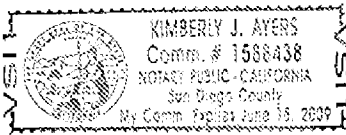
On June 2, 2006, before me, Kimberly J. Ayers,
Date Printed Name of Notary Public

personally appeared P. J. Silvagna,
Printed Name(s) of Signer(s)

- personally known to me - or -
- proved to me on the basis of satisfactory evidence:
 - form(s) of identification CA Drivers License
 - credible witness(es)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Kimberly J. Ayers
Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
(Title)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Signatures/Signatures	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> Other	