

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pioneer Wholesale Wine & Liquor Company, Inc. | | 01/06/2000 | CORPORATION: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | Missouri Beverage Company | | |
| Street Address: | 8909 Ladue Rd. | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63124 | | |
| Entity Type: | CORPORATION: MISSOURI | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1037959 | COMMISSAR | |
| 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 L. Huls | | |
| Address Line 1: | 720 Olive Street | | |
| Address Line 2: | 24th Floor | | |
| Address Line 4: | St. Louis, MISSOURI 63101 | | |
| ATTORNEY DOCKET NUMBER: | 713062.607 | | |
| NAME OF SUBMITTER: | Alisha L. Huls | | |
| Signature: | /Alisha L. Huls/ | | |

OP \$40.00 1037959

Date:

09/19/2006

Total Attachments: 3


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TRADEMARK ASSIGNMENT AGREEMENT ("AGREEMENT")

Pioneer Wholesale Wine & Liquor Company, Inc., a Missouri corporation (a/k/a Pioneer Wholesale Wine and Liquor Company) (the "Assignor"), is the owner of United States trademarks COMMISSAR, COMMISSAR and design, DON QUIXOTE, OUTRIGGER RUM, LORD'S GIN in connection with alcoholic beverage products, including without limitation the following applications and registrations:

| Trademark | Registration Number | Full Goods/Services | Owner |
|---|---|------------------------------|--|
| COMMISSAR | US Federal Registration Number 1,037,959 | (Int'l Class: 33) Vodka | Pioneer Wholesale Wine and Liquor Company (Missouri Corp.) |
| COMMISSAR AND DESIGN  | Missouri State Registration Number 10,738 | (Int'l Class: 33) Vodka | Pioneer Wholesale Wine & Liquor Company, Inc. (Missouri Corp.) |
| DON QUIXOTE | Missouri State Registration Number 10,913 | (Int'l Class: 33) Tequila | Pioneer Wholesale Wine & Liquor Company, Inc. (Missouri Corp.) |
| OUTRIGGER RUM (STYLIZED) | Missouri State Registration Number 11,211 | (Int'l Class: 33) Rum | Pioneer Wholesale Wine & Liquor Company (Missouri Corp.) |

and all goodwill associated therewith (such common law and registered trademarks referred to collectively as the "Trademarks") along with any other trademarks, trade names, trade dress, designs, formulations, recipes, trade secrets, works of authorship and derivations thereof, labels, molds, copyrights, advertisements, promotions, rights of publicity, characters and all other proprietary information and intellectual property, in all forms and media, associated with any or all the Trademarks and all goodwill associated therewith including without limitation those items shown in Exhibit A hereto, incorporated herein by reference, and whether or not subject to patent, copyright, trademark or design registration, (collectively, including the Trademarks and Exhibit A, referred to as "Intellectual Property").

Missouri Beverage Company, Inc. a Missouri corporation (the "Assignee"), desires to acquire the Intellectual Property and the associated goodwill from the Assignor.

NOW, THEREFORE, as of the 15th day of January, 2000 ("Effective Date"), for \$1.00 and other 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 Intellectual Property, 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 Intellectual Property is used, including all registrations and applications for registrations therefore, 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 warrants and represents it is the sole and exclusive owner of all right title and interest in and to the Intellectual Property free and clear of any licenses, transfers, security interests, liens or other encumbrances, and that it has full authority to enter into this Agreement, and that by entering in this Agreement, Assignor is not violating any obligation or duty to any other person or entity. Assignor is not aware of any claim by any third party relating to the Intellectual Property or any products or services relating thereto. To Assignor's knowledge, there is currently no existing or threatened litigation or other claims or

cause of action arising out of or relating to the Intellectual Property or any products or services related thereto.

Pioneer Wholesale Wine & Liquor Company, Inc.

By: Lynn M. Fitz
Print Name: Lynn M. Fitz
Title: President
Date: 8-14-06

Missouri Beverage Company, Inc.

By: William P. Kerchardt
Print Name: William P. Kerchardt
Title: President
Date: 8/7/06

EXHIBIT A

