

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
Austin Nichols & Company Incorporated		09/29/2006	CORPORATION: DELAWARE
Allied Domecq Spirits & Wine USA, Inc.		09/29/2006	CORPORATION: MICHIGAN
Hiram Walker & Sons Limited		09/29/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Sazerac Company, Inc.
Street Address:	803 Jefferson Highway
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70152
Entity Type:	CORPORATION: LOUISIANA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3054382	ROYAL CANADIAN
Registration Number:	0575951	ROYAL CANADIAN
Registration Number:	0751412	R & R
Serial Number:	78888228	RICH & RARE

CORRESPONDENCE DATA

Fax Number: (650)857-0663
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650 843-5000
 Email: trademarks@cooley.com
 Correspondent Name: Todd S. Bontemps
 Address Line 1: 3000 El Camino Real
 Address Line 2: Five Palo Alto Square, 4th Fl

CH \$115.00 3054382

Address Line 4: Palo Alto, CALIFORNIA 94306-2155

ATTORNEY DOCKET NUMBER:

304566-203

NAME OF SUBMITTER:

Susan G. Mobley

Signature:

/Susan G. Mobley/

Date:

10/10/2006

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Assignment*") by and among AUSTIN, NICHOLS & CO. INCORPORATED, a corporation incorporated under the laws of the State of Delaware ("*ANCO*"), ALLIED DOMEQC SPIRITS & WINE USA, INC., a corporation incorporated under the laws of the State of Michigan ("*Allied Domecq*"), HIRAM WALKER & SONS LIMITED, a corporation incorporated under the laws of the Province of Ontario, Canada ("*Hiram Walker*"); ANCO, Allied Domecq, and Hiram Walker are herein collectively referred to as "*Assignor*") and Sazerac Company, Inc., a Louisiana corporation incorporated under the laws of the State of Louisiana ("*Assignee*") memorializes the intent of the parties and is effective on the Closing Date, as defined in that certain Asset Purchase Agreement, dated September __, 2006, to which Assignor and Assignee are parties (the "*Purchase Agreement*").

WHEREAS, Assignor is the owner of the trademarks listed on the attached Schedule A and Assignee is desirous of acquiring said trademarks.

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

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the United States and worldwide in and to the trademarks on Schedule A (the "*Marks*"), including all common law rights and all other rights that inhere in the Marks, pending applications and registrations related to the Marks and together with the goodwill of the business symbolized by said trademarks (collectively, with the Marks, the "*Transferred Marks*").

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

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

ASSIGNOR:

AUSTIN, NICHOLS & CO.
INCORPORATED


By:
Name:
Title:

ALLIED DOMEQ SPIRITS & WINE
USA, INC.

By:
Name:
Title:

HIRAM WALKER & SONS LIMITED

Subscribed and sworn before me, this 29
day of September, 2006, a Notary Public
in and for Macomb County,
Michigan.


(Signature)

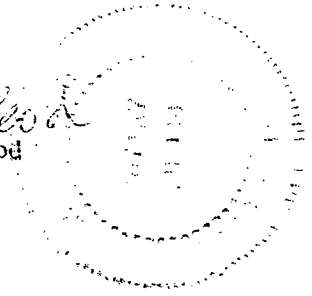
NOTARY PUBLIC

My Commission expires Oct 2, 2011.

ROBERT D. PARKER

Notary Public, Macomb County MI
My Commission Expires Oct. 2, 2011

By: 
Name: Katherine McLeod
Title: Director



ASSIGNEE:

SAZERAC COMPANY, INC.

By:
Name:
Title:

Signature Page-Trademark Assignment Agreement

SHIRLEY KAMUS
Notary Public, State of New York
Registration No. 01RA8032832
Qualified in Kings County
Certificate Filed in Westchester County
My Commission Expires on Nov. 8, 2009

Shirley Kamus

ASSIGNOR:

**AUSTIN, NICHOLS & CO.
INCORPORATED**

Peter Szemenyei

By:

Name: *Peter Szemenyei*
Title: *VP - Finance*

**ALLIED DOMEQ SPIRITS & WINE
USA, INC.**

Peter Szemenyei

By:

Name: *Peter Szemenyei*
Title: *Director*

HIRAM WALKER & SONS LIMITED

By:

Name:
Title:

ASSIGNEE:

SAZERAC COMPANY, INC.

By:

Name:
Title:

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ASSIGNOR:

**AUSTIN, NICHOLS & CO.
INCORPORATED**

By:

Name:

Title:

**ALLIED DOMECQ SPIRITS & WINE
USA, INC.**

By:

Name:

Title:

HIRAM WALKER & SONS LIMITED

By:

Name:

Title:

ASSIGNEE:

SAZERAC COMPANY, INC.

By:

A handwritten signature in black ink that reads "Mark Brown" with a long horizontal stroke extending to the right.

Name: Mark Brown

Title: President / CEO

Signature Page-Trademark Assignment Agreement

Schedule A

TRADEMARK	COUNTRY	REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	CLASS
ROYAL CANADIAN	Andorra	Austin, Nichols & Company, Inc.	2461	14-Jan-1997	33
ROYAL CANADIAN	Australia	Austin, Nichols & Company, Inc.	B615921	10-Nov-1993	33
ROYAL CANADIAN	Benelux	Austin, Nichols & Company, Inc.	0092862	20-Dec-1990	33
ROYAL CANADIAN	Bhutan	Austin, Nichols & Company, Inc.	BT/M/98/01295	(awaiting certif.)	33
ROYAL CANADIAN	Brazil	Austin, Nichols & Company, Inc.	817631496	16-Nov-1999	33
ROYAL CANADIAN	Canada	Austin, Nichols & Company, Inc.	506630	15-Jan-1999	33
ROYAL CANADIAN	Chile	Austin, Nichols & Company, Inc.	514015	04-Jun-1998	33
ROYAL CANADIAN	China (People's Republic)	Austin, Nichols & Company, Inc.	1077706	14-Aug-1997	33
ROYAL CANADIAN	Denmark	Austin, Nichols & Company, Inc.	VR 1994 04310	24-Jun-1994	33
ROYAL CANADIAN	European Community (CTM)	Austin, Nichols & Company, Inc.	183715	19-Jun-1998	33
ROYAL CANADIAN	Finland	Austin, Nichols & Company, Inc.	138774	20-Jul-1995	33
ROYAL CANADIAN	France	Austin, Nichols & Company, Inc.	1330167	27-Aug-1965	33
ROYAL CANADIAN	Georgia	Austin, Nichols & Company, Inc.	8719	25-May-1998	33
ROYAL CANADIAN	Germany	Austin, Nichols & Company, Inc.	988591	01-Aug-1979	33
ROYAL CANADIAN	Greece	Austin, Nichols & Company, Inc.	117590	17-Dec-1996	33
ROYAL CANADIAN	India	Austin, Nichols & Company, Inc.	698751	16-Feb-1996	33
ROYAL CANADIAN	Ireland	Austin, Nichols & Company, Inc.	159512	11-Nov-1993	33
ROYAL CANADIAN	Italy	Austin, Nichols & Company, Inc.	772754	15-Feb-1999	33
ROYAL CANADIAN	Japan	Austin, Nichols & Company, Inc.	3226799	29-Nov-1996	33
ROYAL CANADIAN	Korea, Republic of	Austin, Nichols & Company, Inc.	308396	21-Feb-1995	32, 33
ROYAL CANADIAN	Mexico	Austin, Nichols & Company, Inc.	455031	23-Mar-1994	33
ROYAL CANADIAN	New Zealand	Austin, Nichols & Company, Inc.	B231903	10-Nov-1993	33
ROYAL CANADIAN	Poland	Austin, Nichols & Company, Inc.	109455	20-Oct-1999	33
ROYAL CANADIAN	Portugal	Austin, Nichols & Company, Inc.	296343	02-Feb-1995	33
ROYAL CANADIAN	Singapore	Austin, Nichols & Company, Inc.	T93/08913C	15-Nov-1993	33
ROYAL CANADIAN	South Africa	Austin, Nichols & Company, Inc.	91/5773	23-Jul-1991	33
ROYAL CANADIAN	Spain	Austin, Nichols & Company, Inc.	1790448	19-Nov-1993	33
ROYAL CANADIAN	Taiwan	Austin, Nichols & Company, Inc.	777463	16-Sep-1997	33
ROYAL CANADIAN	Taiwan	Austin, Nichols & Company, Inc.	117590	17-Dec-1996	33
ROYAL CANADIAN	Trinidad and Tobago	Austin, Nichols & Company, Inc.	26315	30-Mar-1999	33
ROYAL CANADIAN	Turkey	Austin, Nichols & Company, Inc.	2003/1194	16-May-2003	33
ROYAL CANADIAN	Ukraine	Austin, Nichols & Company, Inc.	11170	25-Dec-1998	33
ROYAL CANADIAN	United States of America	Austin, Nichols & Company, Inc.	3054382	31-Jan-2006	33
ROYAL CANADIAN	Venezuela	Austin, Nichols & Company, Inc.	P-201272	31-Oct-1997	33
ROYAL CANADIAN (FANCIFUL PRINT)	Sweden	Austin, Nichols & Company, Inc.	227540	08-Nov-1991	33
ROYAL CANADIAN (Label)	United Kingdom	Austin, Nichols & Company, Inc.	1386133	02-Jun-2006	33
ROYAL CANADIAN (LABEL)	United Kingdom	Austin, Nichols & Company, Inc.	2138285	29-May-1998	33
ROYAL CANADIAN & SHIELD DESIGN	Norway	Austin, Nichols & Company, Inc.	169437	14-Sep-1995	33
ROYAL CANADIAN (in Chinese Characters)	Taiwan	Austin, Nichols & Company, Inc.	777470	16-Sep-1997	33
ROYAL CANADIAN (Square Label)	United Kingdom	Austin, Nichols & Company, Inc.	2138285	29-May-1998	33
ROYAL CANADIAN (STYLIZED)	United States of America	Austin, Nichols & Company, Inc.	0575951	16-Jun-1953	33
ROYAL CANADIAN CREAM	Canada	Austin, Nichols & Company, Inc.	306249	23-Aug-1985	33
ROYAL CANADIAN DESIGN	France	Austin, Nichols & Company, Inc.	1624640	09-Feb-2000	33
ROYAL CANADIAN FINEST CANADIAN WHISKEY & DESIGN	Italy	Austin, Nichols & Company, Inc.	586229	29-Dec-1992	33

ROYAL CANADIAN LABEL DESIGN	Germany	Austin, Nichols & Company, Inc.	1176899	24-May-1991	33
R & R	United State of America	Allied Domecq Spirits & Wine USA, Inc.	0751412	18-Jun-1963	33
R & R	Canada	Hiram Walker & Sons Limited	TMA131149	24-May-1963	33

PENDING TRADEMARK APPLICATIONS	COUNTRY	APPLICATION OWNER	APPLICATION NUMBER	APPLICATION FILING DATE	CLASS
RICH & RARE	Canada	Allied Domecq Spirits & Wine USA, Inc.	1307263	28-Jun-2006	33
RICH & RARE (Supplemental Register)	United Sates of America	Allied Domecq Spirits & Wine USA, Inc.	78888228	19-May-2006	33