

**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:	12/29/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
White Rock Distilleries, Inc.		12/29/2006	CORPORATION: MAINE

**RECEIVING PARTY DATA**

Name:	GGN Alfort SARL
Street Address:	1, place du Petit Pont
City:	Alfortville
State/Country:	FRANCE
Postal Code:	F94140
Entity Type:	CORPORATION: FRANCE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	0634694	STROGOFF

**CORRESPONDENCE DATA**

Fax Number: (202)659-8822  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-659-8000  
 Email: esilva@kgrmlaw.com  
 Correspondent Name: Bradford Kile  
 Address Line 1: 1200 New Hampshire Avenue, NW  
 Address Line 2: Suite 570  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	356.010
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**DOMESTIC REPRESENTATIVE**

Name: Bradford Kile

CH \$40.00 0634694

Address Line 1: 1200 New Hampshire Avenue, NW  
Address Line 2: Suite 570  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Bradford Kile
Signature:	/Bradford Kile/
Date:	01/03/2007

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment, entered into as of December 29<sup>th</sup>, 2006, is by and between WHITE ROCK DISTILLERIES INC., a Maine corporation, having its principal place of business at 21 Saratoga Street, Lewiston, Maine 04241 (hereinafter referred to as "Assignor" or "WRD") to GGN ALFORT SARL, a French corporation, having its principal place of business at 1, place du Petit Pont, F-94140, Alfortville, France (hereinafter referred to as "Assignee" or "GGN");

WHEREAS Assignor has used and is using the Trademark "STROGOFF" (convenience copy of current label at Appendix 1) in connection with the sale of vodka since as early as June, 1952, and owns Federal Trademark Registration No. 634,694 and has established certain goodwill in connection with use of the Trademark in the United States;

WHEREAS Assignor has applied for a third renewal of the Registration which application for renewal is currently pending before the United States Patent and Trademark Office;

WHEREAS GGN is desirous of acquiring the entire right, title and interest in the Trademark "STROGOFF" in the United States, together with the goodwill of the business in connection with WRD's use of said Trademark;

NOW, THEREFORE, the premises considered the parties agree as follows:

1. Assignor assigns to Assignee for One Thousand Dollars (\$1,000.00 US), and for other good and valuable consideration, the receipt of which is hereby acknowledged, all right, title and interest in and to said Trademark "STROGOFF" (in both word form and stylized-letter form) (and the associated label design of Appendix 1), together with all of the goodwill of the business symbolized by said Trademark and Federal Trademark Registration No. 634,694; and the right to sue for past infringements thereof. It is agreed by the parties that GGN will receive and hold the Trademark "STROGOFF" and the goodwill associated therewith, stemming from Assignor's use beginning at least as early as June 1952, with all rights of exclusive ownership, and use by Assignor since June 1952 shall inure to the exclusive benefit of GGN by this Assignment.
2. Assignor agrees to execute and deliver, at the request of GGN, all papers, instruments, documents that prove use and to perform any other reasonable acts that GGN may require in addition to execution of this document if deemed necessary or desirable by GGN to insure realization to GGN of the full and complete acquisition and title in and to the Trademark "STROGOFF" and goodwill associated therewith in order to vest in GGN all of Assignor's rights, title, and interest in and to the Trademark "STROGOFF" and the goodwill associated therewith and the right to sue for past infringements thereof.
3. Assignor further agrees to execute all documents and be available, if ever necessary, for consultation, depositions, production of documents and records regarding any action to defend or enforce the Trademark "STROGOFF", and any and all confusingly similar marks provided that GGN provides reasonable notice of such requirements and

compensation for the time and expenses in meeting any such request.

4. The Assignor warrants that it is the lawful and exclusive owner of the Trademark and goodwill associated therewith and that the Trademark has not been previously assigned or licensed to a third party, that no rights or equity of any third party is prejudiced due to the using of the Trademark and that there is no currently pending or known litigation or dispute or any other disputes arising from or relating to the Trademark.

5. The Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment. The assignment recording fee for the change of the registered owner of the Trademark shall be undertaken by the Assignor and the Assignor shall bear the assignment recording fee incurred hereby.

6. Once this Agreement has been duly executed by both parties, it will constitute a legal valid and binding agreement of the Assignor enforceable by the Assignor in accordance with its terms upon its execution.

7. The validity, interpretation and implementation of this Agreement shall be governed by the laws of the State of New York.

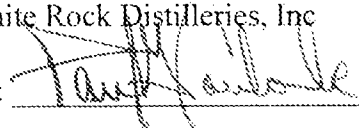
8. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

9. The appendix referred to in this Agreement is an integral part of this Agreement and has the same legal effects as this Agreement.

10. This Agreement has been duly executed in three copies by the parties' authorized representatives as of the date first set forth above and shall be effective simultaneously.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the first date set forth above.

On Behalf of Assignor:  
White Rock Distilleries, Inc

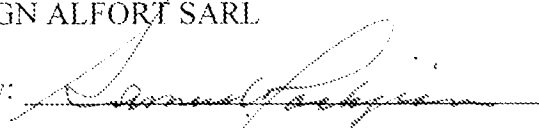
By: 

Name: Paul Coulombe

Title: President

Date: December 29, 2006

On Behalf of Assignee:  
GGN ALFORT SARL

By: 

Name: Samuel V. Goekjian

Title: Managing Director

Date: December 28, 2006

# APPENDIX 1

Int. Cl.: 33

Prior U.S. Cl.: 49

United States Patent and Trademark Office

10 Year Renewal

Reg. No. 634,694

Registered Sep. 18, 1956

Renewal Term Begins Sep. 18, 1996

TRADEMARK  
SUPPLEMENTAL REGISTER

**Strogoff**

WHITE ROCK DISTILLERIES, INC.  
(MAINE CORPORATION)  
21 SARATOGA STREET  
LEWISTON, ME 04241, BY CHANGE OF  
NAME AND ASSIGNMENT FROM  
FEDERAL LIQUORS LTD. (MASSA-  
CHUSETTS CORPORATION), DBA  
C.H. GRAVES & SONS CO., BOSTON,  
MA

FOR: VODKA, IN CLASS 49 (INT. CL.  
33).

FIRST USE 6-0-1952; IN COMMERCE  
6-0-1952.

SER. NO. 71-694,708, FILED 9-15-1955.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on Sep. 3, 1996.*

COMMISSIONER OF PATENTS AND TRADEMARKS

TRADEMARK  
REEL: 003454 FRAME: 0078

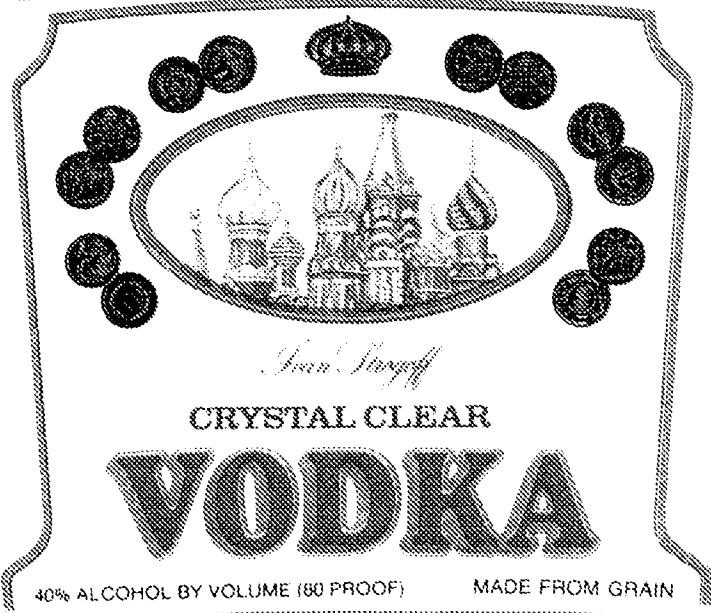


*Ivan Strogoff*

DEPENDENT VARIATIONS, IN ACCORDANCE TO THE SUP  
SPECIALTY VODKA, 40% ALC/VOL (80 PROOF), 1.75L (59.1 FL OZ)  
SERIES OF VODKA, 40% ALC/VOL (80 PROOF), 1.75L (59.1 FL OZ)  
BY FEDERAL DISTILLERS PRODUCTS CO., LEWISTON, ME  
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CRYSTAL CLEAR  
**VODKA**

**STROGOFF**



40% ALCOHOL BY VOLUME (80 PROOF)      MADE FROM GRAIN

PREPARED & BOTTLED BY FEDERAL DISTILLERS PRODUCTS CO., LEWISTON, ME  
STROGOFF VODKA IS MADE ONLY FROM THE FINEST SELECTED  
GRAINS, UNDER HIGH QUALITY STANDARDS.