

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
Sazerac Company, Inc.		04/20/2007	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Off Broadway, LLC		
Street Address:	214 S. Eighth Street		
Internal Address:	Suite 101		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77094171	HENRY CLAY	
CORRESPONDENCE DATA			
Fax Number:	(502)583-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	502-584-7400		
Email:	cityrynell@derbycitylaw.com		
Correspondent Name:	Kyle Anne Cityrynell		
Address Line 1:	462 South Fourth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Kyle Anne Cityrynell		
Signature:	/kyle anne cityrynell/		
Date:	04/25/2007		

CH \$40.00 77094171

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Agreement”) is entered into effective as of the date last below written by and between **SAZERAC COMPANY, INC.** a Louisiana corporation having its principal place of business in New Orleans, Louisiana (hereafter “Sazerac”), and **OFF BROADWAY, LLC**, a Kentucky limited liability company having its principal place of business in Louisville, Kentucky, (hereafter “Off Broadway”).

RECITALS

WHEREAS, Sazerac owns U.S. Serial No. 77/094171 for the trademark HENRY CLAY for use on whiskey in International Class 33 and has a bona fide intent to use the mark on whiskey; (hereafter “the Mark”);

AND WHEREAS, Off Broadway desires to acquire from Sazerac all right, title and interest in the Mark together with the goodwill associated therewith, and the portions of Sazerac’s business for which Sazerac has a bona fide intent to use said Mark;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, and other good and valuable consideration, including the payment by Off Broadway to Sazerac of the sum of One Thousand Seven Hundred Dollars (US\$1,700), as set forth below, the parties hereto agree as follows:

1. Sazerac, on behalf of itself and its partners, affiliates, predecessors and successors in interest, transfers and assigns to Off Broadway:

(a) all rights, title, and interest in and to the Mark, the goodwill of Sazerac’s business connected with the use of, and symbolized by, the Mark; and

(b) all rights and interest in the ongoing and existing portions of Sazerac’s business for which Sazerac has a bona fide intent to use the Mark.

2. Upon execution of this Agreement by Sazerac, Off Broadway shall pay the aforesaid US\$1,700 to Sazerac by check delivered via overnight delivery to:

Kent Broussard
Controller
Sazerac Company Inc
803 Jefferson Highway
P.O. Box 52821
New Orleans, LA 70121

3. Sazerac acknowledges that, upon the execution of this Agreement and Sazerac’s receipt of the check provided for in paragraph 2 above, Off Broadway is the owner of all right, title and interest in and to the Mark in connection with the goods set forth in the US Serial No. 77/094171 and is also the owner of the goodwill attached to the Mark

4. Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder, including without limitation assignment of rights as contemplated herein. Sazerac further represents and warrants that it has granted no licenses to use the Mark or otherwise transferred any rights in the Mark.

5. This Agreement and the rights acquired under the Agreement, including without limitation, rights in and to the Mark and its associated goodwill, are fully and freely assignable without notice. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

6. This Agreement contains the entire agreement between the parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. This Agreement may only be amended or modified by a written agreement signed by both parties.

7. Nothing herein contained shall be construed to constitute the parties hereto as partners or joint venturers or either as agent of the other and neither party shall have the power to obligate or bind the other in any manner whatsoever.

8. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed entirely within California.

By and for Assignor

SAZERAC COMPANY, INC.

Steve F. Wynn
Name

March 26, 2007

V.P. Sales & Marketing
Title

By and for Assignee

OFF BROADWAY, LLC

[Signature]
Name

April 20
March 20, 2007

Mary Ann
Title

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