

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 North America, Inc.		06/22/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jim Beam Brands Co.
Street Address:	510 Lake Cook Road
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2848858	E
Registration Number:	3252791	EFFEN
Registration Number:	3460475	EFFEN
Registration Number:	2788499	EFFEN
Serial Number:	77329418	EFFEN
Registration Number:	2788500	EFFEN
Registration Number:	2938623	EFFEN BLACK CHERRY
Registration Number:	3466802	EFFEN IS A FIVE-LETTER WORD
Registration Number:	3309990	EFFEN RASPBERRY
Registration Number:	3265983	LIQUID LUXURY
Registration Number:	3404360	MARTINI MACHINE

CORRESPONDENCE DATA

Fax Number: (312)616-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 2848858

Phone: 312-616-5652
Email: lsullivan@leydig.com
Correspondent Name: Lynn A. Sullivan, Leydig Voit & Mayer
Address Line 1: Two Prudential Plaza, 180 N. Stetson
Address Line 2: Suite 4900
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	267638
NAME OF SUBMITTER:	Lynn A. Sullivan
Signature:	/Lynn A. Sullivan/
Date:	07/23/2009

Total Attachments: 6
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TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT is entered into as of June 22 2009 (this "Assignment") by and between Sazerac North America, Inc., a Delaware corporation having an address of 1001 Wilkinson Boulevard, Frankfort, Kentucky 40602 (together with its successors and assigns, "Assignor"), and Jim Beam Brands Co. a Delaware corporation having an address of 510 Lake Cook Road, Deerfield, Illinois 60015 (together with its successors and assigns, "Assignee").

RECITALS:

WHEREAS, Assignor is the owner of certain trademarks, domain names, related trade dress rights, and copyrights which relate exclusively to Assignor's EFFEN brand in the United States, namely, (i) registered trademarks, (ii) pending trademark applications for registration, (iii) domain name registrations, (iv) trade names, (v) common law trademarks (vi) trade dress and (vii) unregistered copyrights, including but not limited to those trademarks and copyrights listed in Schedule A attached hereto (collectively, the "Trademarks and Copyrights").

WHEREAS, Assignee is the successor in interest to that portion of Assignor's business to which said Trademarks and Copyrights pertain, the business is ongoing and existing, and Assignee is desirous of acquiring said Trademarks and Copyrights thereto.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, Assignor's right, title and interest in the Trademarks and Copyrights, together with the goodwill symbolized by such Trademarks and Copyrights.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks and Copyrights, whether or not such Trademarks and Copyrights have been registered as of the date of this Assignment, and any and all renewals and extensions of such registered Trademarks and Copyrights (or any legal equivalent) thereof for the full term or terms for which the same may be granted, together with all goodwill associated with such Trademarks and Copyrights;

(b) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any related claims including, but not limited to, dilution, unfair competition or passing off) of any Trademarks and Copyrights which occurred prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

(c) all rights corresponding to the Trademarks and Copyrights, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Costs. The legal and other costs and expenses relating to this Assignment and any official fees or costs in relation to the recordal of this Assignment shall be borne by the Assignee.

3. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver all agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

4. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

5. Amendment. This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.

6. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

For and On Behalf of Sazerac North America, Inc.
("Assignor")

By: Mark Brown

Name: Mark Brown

Title: President / CEO

ATTEST:

[Name, Title]

For and On Behalf of Jim Beam Brands Co.
("Assignee")

By: _____

Name: _____

Title: _____

ATTEST:

Ruthy Thelen
[Name, Title] Ruthy Thelen
v.p. Human Resources

Heather Galasso

Heather Galasso, Notary Public
State at Large, Kentucky
My Commission Expires 12/22/2010

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

For and On Behalf of Sazerac North America, Inc.
("Assignor")

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

For and On Behalf of Jim Beam Brands Co.
("Assignee")

By:  _____

Name: Patrick D. Kotey

Title: Authorized Signatory

Leslie W. Jensen

ATTEST:

Leslie W. Jensen

[Name, Title] *Paralegal*

SCHEDULE A

Trademarks

<i>Trademark</i>	<i>Jurisdiction</i>	<i>Status</i>	<i>Reg. No.</i>	<i>App. No.</i>	<i>Class</i>	<i>Goods</i>
E And Design	USA	Registered	2848858	76/467744	33	vodka
EFFEN	USA	Registered	3252791	77/017563	33	distilled spirits
EFFEN	USA	Registered	3460475	77/174439	36	financial sponsorship of entertainment events, fashion shows, nightlife and lifestyle events, sporting events, cultural events and musical performances
EFFEN	USA	Registered	2788499	76/467741	33	vodka
EFFEN	USA	Allowed		77/329418	21	beverage glassware, ice buckets, cocktail shakers, bottle openers
EFFEN (Stylized)	USA	Registered	2788500	76/467743	33	vodka
EFFEN BLACK CHERRY	USA	Registered	2938523	76/489233	33	vodka
EFFEN IS A FIVE-LETTER WORD	USA	Registered	3466802	77/330957	33	distilled spirits
EFFEN RASPBERRY	USA	Registered	3309990	78/955458	33	vodka
LIQUID LUXURY	USA	Registered	3265983	78/634157	33	vodka
MARTINI MACHINE	USA	Registered	3404360	77/103555	33	vodka and dispensing and/or display equipment sold as a unit

Domain Names

<http://www.effenvodka.com>

<http://www.effen.com>

<http://www.planet10spirits.com>