

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
V&S Vin & Sprit Aktiebolag		09/26/2008	CORPORATION: SWEDEN

**RECEIVING PARTY DATA**

<b>Name:</b>	Leaf Acquisition Ltd.
<b>Street Address:</b>	3 & 3A Estate Diamond
<b>City:</b>	Frederiksted, St. Croix
<b>State/Country:</b>	VIRGIN ISLANDS
<b>Postal Code:</b>	00840
<b>Entity Type:</b>	CORPORATION: VIRGIN ISLANDS

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	3458940	8 GENERATIONS OF SIMPLY BETTER RUM
Registration Number:	1431443	CONCH REPUBLIC
Registration Number:	2173078	CONCH REPUBLIC RUM CO SPIRIT OF KEY WEST
Registration Number:	2835936	CRUZAN BANANA RUM PREMIUM CRUZAN RUM WITH NATURAL BANANA FLAVORS THE TASTE IS REAL
Registration Number:	3105575	CRUZAN BLACK STRAP RUM
Registration Number:	2818917	CRUZAN COCONUT RUM PREMIUM CRUZAN RUM WITH NATURAL COCONUT FLAVORS THE TASTE IS REAL
Registration Number:	2959650	CRUZAN CONFUSION
Registration Number:	2835934	CRUZAN ORANGE RUM PREMIUM CRUZAN RUM WITH NATURAL ORANG FLAVORS THE TASTE IS REAL
Registration Number:	2835935	CRUZAN PINEAPPLE RUM PREMIUM CRUZAN RUM WITH NATURAL PINEAPPLE FLAVOR THE TASTE IS REAL
Registration Number:	2900497	CRUZAN QUARTER
Registration Number:	3458939	CRUZAN RUM ST. CROIX

CH \$665.00 3458940

Registration Number:	2835937	CRUZAN VANILLA RUM PREMIUM CRUZAN RUM WITH NATURAL VANILLA FLAVOR THE TASTE IS REAL
Registration Number:	3458941	MADE WITH SIMPLY BETTER RUM
Registration Number:	2957312	NAVY TRADITION
Registration Number:	2982718	NAVY TRADITION SEM-A-PHORE (1816) A SYSTEM OF VISUAL SIGNALING BY TWO FLAGS HELD ONE IN EACH HAND. ABOVE CONFIGURATION SIGNALS R-U-M
Registration Number:	2150778	JUNKANU
Registration Number:	1199014	CRUZAN
Registration Number:	1173543	CRUZAN
Registration Number:	0666719	CRUZAN
Registration Number:	3122195	CRUZAN ISLANDS
Registration Number:	1257079	CLIPPER
Registration Number:	0796089	OLD ST. CROIX
Registration Number:	0321815	OLD ST. CROIX RUM BRAND A H RIISE
Registration Number:	0417073	PIRATE AND PARROT
Registration Number:	3052250	CRUZAN MANGO RUM
Registration Number:	2909502	CRUZAN CITRUS RUM PREMIUM CRUZAN RUM WITH NATURAL CITRUS FLAVORS JUNKANU!

**CORRESPONDENCE DATA**

Fax Number: (312)616-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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:	267637
NAME OF SUBMITTER:	Lynn A. Sullivan
Signature:	/Lynn A. Sullivan/
Date:	07/30/2009

Total Attachments: 11  
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## ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT, dated as of September 26, 2008 (this "Assignment Agreement"), by and among Beam Global Spirits & Wine, Inc., a Delaware corporation ("BGSW"), Leaf Acquisition Ltd., a U.S. Virgin Islands company and an indirect wholly-owned subsidiary of BGSW ("Acquisition"), The Absolut Spirits Company, Incorporated, a Delaware corporation ("ASCI") and V&S Vin & Sprit AB, an *aktiebolag* organized and existing under the laws of Sweden ("V&S"). All capitalized terms used in this Assignment Agreement and not defined herein shall have the respective meanings ascribed to them in that certain Purchase Agreement dated as of August 28, 2008 among BGSW, ASCI and V&S ("Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, ASCI has agreed to sell to BGSW all of the issued and outstanding shares of capital stock of Cruzan Viril, Ltd., a U.S. Virgin Islands corporation ("Shares"), and V&S has agreed to transfer, convey, assign and deliver to BGSW the Assigned Trademarks and Domain Names; and

WHEREAS, pursuant to the Purchase Agreement, BGSW may assign its rights thereunder to an Affiliate and BGSW desires to assign its rights to acquire the Shares and the Assigned Trademarks and Domain Names to Acquisition;

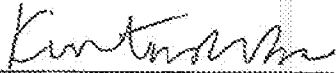
NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Purchase Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is hereby agreed as follows:

1. BGSW hereby assigns to Acquisition its rights and interest to acquire the Shares and the Assigned Trademarks and Domain Names. BGSW confirms that this Assignment Agreement shall not relieve BGSW of its obligations under the Purchase Agreement.
2. ASCI agrees that it will sell the Shares to Acquisition, and V&S agrees that it will transfer, convey, assign and deliver the Assigned Trademarks and Domain Names to Acquisition, in each case, subject to the terms and conditions of the Purchase Agreement.
3. Acquisition agrees that it will acquire and assume the Shares from ASCI and the Assigned Trademarks and Domain Names from V&S, in each case, subject to the terms and conditions of the Purchase Agreement, and that it will be deemed to be Buyer thereunder for such purpose.
4. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. This Assignment Agreement may be executed and delivered by facsimile signature or by electronic mail in portable document format (PDF) or similar image format.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

BEAM GLOBAL SPIRITS & WINE, INC.

By:   
Name: Kenton R. Rose  
Title: Senior Vice President, General Counsel,  
Chief Administrative Officer and  
Secretary

LEAF ACQUISITION LTD.

By:   
Name: Mark A. Roche  
Title: Vice President

THE ABSOLUT SPIRITS COMPANY,  
INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

V&S VIN & SPRIT AB

By: \_\_\_\_\_  
Name:  
Title:

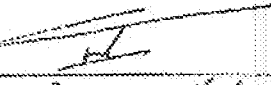
THE ABSOLUT SPIRITS COMPANY LLC


By: Thomas R. Lalla Jr.  
Name: Thomas R. Lalla Jr.  
Title: Vice President

Signature Page - Assignment Agreement - The Absolut Spirits Company LLC

TRADEMARK  
REEL: 004034 FRAME: 0570

V&S VIN & SPRIT AB

By:   
Name: Pierre H. RINGDAHL  
Title: Director

By:   
Name: Michel Bonna  
Title: Director

ASSIGNMENT OF FOREIGN TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment") made as of September 30, 2008 by V&S Vin & Sprit AB, an *aktiebolag* organized and existing under the laws of Sweden ("Assignor"), to Leaf Acquisition Ltd., a U.S. Virgin Islands company ("Assignee") and an indirect wholly-owned subsidiary of Beam Global Spirits & Wine, Inc., a Delaware corporation ("BGSW").

WHEREAS, Assignor, BGSW and The Absolut Spirits Company, Incorporated, a Delaware corporation ("ASCI"), are parties to a certain Purchase Agreement, dated as of August 28, 2008 (the "Agreement"), providing for the assignment of the trademarks set forth on Schedule 1 hereto (the "Assigned Trademarks") to BGSW and the execution and delivery of this Assignment by Assignor to BGSW (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, BGSW assigned its rights to acquire the Assigned Trademarks to Assignee pursuant to a certain Assignment Agreement, dated as of September 26, 2008, by and among BGSW, Assignee, ASCI and Assignor; and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Trademarks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, in perpetuity (or for the longest period of time otherwise permitted by law), including all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages, and the same shall be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Trademarks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use or display the Assigned Trademarks, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned



Trademarks, any applicable registrations thereof or the ownership of the Assigned Trademarks by Assignee.

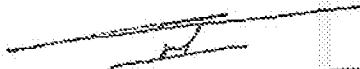
Following the Closing Date, Assignor hereby agrees that Assignor shall, and shall cause its Affiliates and Representatives to, from time to time execute and deliver, without further consideration, to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and in the Agreement and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of this Assignment and the Agreement.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

[SIGNATURE PAGE FOLLOWS.]

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

V&S VIN & SPRIT AB

By:   
Name: Lisette LINDQVIST  
Title: Director

By:   
Name: Michel BERTS  
Title: Director

Signature Page -- Assignment of Foreign Trademarks -- V&S Vin & Sprit AB

Schedule 1  
Assigned U.S. Trademarks

Schedule 1  
Assigned U.S. Trademarks

Country	Case No.	Trademark	Class	Applicant	Application No.	Registration No.
United States	TM5557US00	8 GENERATIONS OF SIMPLY BETTER RUM	33	V&S Vin & Sprit Aktiebolag (publ)	77117402	3458940
United States	TM5506US00	CONCH REPUBLIC	33	V&S Vin & Sprit Aktiebolag (publ)	73599362	1431443
United States	TM5508US00	CONCH REPUBLIC RUM CO (logo)	33	V&S Vin & Sprit Aktiebolag (publ)	75334956	2173078
United States	TM5511US00	CRUZAN BANANA RUM (bottle)	33	V&S Vin & Sprit Aktiebolag (publ)	78434540	2835836
United States	TM5512US00	CRUZAN BLACK STRAP RUM (logo)	33	V&S Vin & Sprit Aktiebolag (publ)	76587457	3105575
United States	TM5514US00	CRUZAN COCONUT RUM (bottle)	33	V&S Vin & Sprit Aktiebolag (publ)	76436366	2818917
United States	TM5515US00	CRUZAN CONFUSION	33	V&S Vin & Sprit Aktiebolag (publ)	78374051	2959650
United States	TM5554US00	CRUZAN CREST	33	V&S Vin & Sprit Aktiebolag (publ)	UNFILED	
United States	TM5518US00	CRUZAN MANGO RUM (bottle)	33	V&S Vin & Sprit Aktiebolag (publ)	76586582	3052250
United States	TM5519US00	CRUZAN ORANGE RUM (bottle)	33	V&S Vin & Sprit Aktiebolag (publ)	76434534	2835934
United States	TM5520US00	CRUZAN PINEAPPLE RUM (bottle)	33	V&S Vin & Sprit Aktiebolag (publ)	76434539	2835935
United States	TM5522US00	CRUZAN QUARTER	43	V&S Vin & Sprit Aktiebolag (publ)	76586040	2900497

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Country	Class No.	Trademark	Class	Applicant	Application No.	Registration No.
United States	TM55566US00	CRUZAN RUM ST. CROIX	33	V&S Vin & Sprit Aktiebolag (publ)	77117382	3458939
United States	TM5521US00	CRUZAN VANILLA RUM (bottle)	33	V&S Vin & Sprit Aktiebolag (publ)	76434541	2835937
United States	TM5619US00	EIGHT GENERATIONS OF CRAFTMANSHIP VIII	33	V&S Vin & Sprit Aktiebolag (publ)	UNFILED	
United States	TM5523US00	ESTATE DIAMOND RUM	33	V&S Vin & Sprit Aktiebolag (publ)	76471238	2761584
United States	TM5558US00	MADE WITH SIMPLY BETTER RUM	33	V&S Vin & Sprit Aktiebolag (publ)	77117412	3458941
United States	TM5528US00	NAVY TRADITION	33	V&S Vin & Sprit Aktiebolag (publ)	78404821	2957312
United States	TM5526US00	NAVY TRADITION (logo)	33	V&S Vin & Sprit Aktiebolag (publ)	76587458	2982718
United States	TM5555US00	NELTHROPP SIGNATURE	33	V&S Vin & Sprit Aktiebolag (publ)	UNFILED	
United States	TM5559US00	SIMPLY BETTER DRINK CRUZAN RESPONSIBLY.	33	V&S Vin & Sprit Aktiebolag (publ)	77117429	
United States	TM5528US00	THE TASTE IS REAL	33	V&S Vin & Sprit Aktiebolag (publ)	76434532	2726913
United States		Miscellaneous Design (Cruzan)	33	V&S Vin & Sprit Aktiebolag (publ)	(72/017043)	657854 NOT RENEWED
United States		Cruzan Citrus Rum & Design	33	V&S Vin & Sprit Aktiebolag (publ)	(76/434533)	2,909,502
United States		Cruzan Cuisine	16, 43	V&S Vin & Sprit Aktiebolag (publ)	(78/946687)	ABANDONED
United States		Cruzan Islands	25, 35, 43	V&S Vin & Sprit Aktiebolag (publ)	(78/547162)	ABANDONED

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Country	Case No.	Trademark	Class	Applicant	Application No.	Registration No.
United States		Junkanu	33	V&S Vin & Sprit Aktiebolag (publ)	(75/269095)	2,150,778
United States		Rum with an Island Altitude	33	V&S Vin & Sprit Aktiebolag (publ)	(78/701398)	ABANDONED
United States	TM5510US03	CRUZAN	33	V&S Vin & Sprit Aktiebolag (publ)	73237750	1189014
United States	TM5510US02	CRUZAN	33	V&S Vin & Sprit Aktiebolag (publ)	73226260	1173543
United States	TM5510US01	CRUZAN	33	V&S Vin & Sprit Aktiebolag (publ)	72017042	666719
United States		Cruzan Islands	16	V&S Vin & Sprit Aktiebolag (publ)	(78/977137)	3122195
United States		CRUZAN	32	V&S Vin & Sprit Aktiebolag (publ)	(78/395256)	ABANDONED
United States		Tres Huevos	33	V&S Vin & Sprit Aktiebolag (publ)	(78/487638)	ABANDONED
United States	TM5644US00	CLIPPER	33	V&S Vin & Sprit Aktiebolag (publ)	73373953	1257079
United States	TM5646US00	OLD ST. CROIX	33	V&S Vin & Sprit Aktiebolag (publ)	72206390	6796089
United States	TM5647US00	OLD ST. CROIX RUM BRAND A H RIISE	33	V&S Vin & Sprit Aktiebolag (publ)	71357208	0321815
United States	TM5648US00	PIRATE AND PARROT	33	V&S Vin & Sprit Aktiebolag (publ)	71469538	0417073
Florida	TM5509F100	CONCH REPUBLIC RUM (logo)	33	V&S Vin & Sprit Aktiebolag (publ) (Assignment Pending)		T01073

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