

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
NWS-Illinois, LLC		12/08/2006	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	White Rock Distilleries, Inc.		
Street Address:	21 Saratoga Street		
City:	Lewiston		
State/Country:	MAINE		
Postal Code:	04241		
Entity Type:	CORPORATION: MAINE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0728695	CANADIAN RESERVE	
Registration Number:	3006857	CANADIAN RESERVE	
Registration Number:	1013038	DIMITRI	
CORRESPONDENCE DATA			
Fax Number:	(207)774-1127		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(207) 774-1200		
Email:	jkeenan@bssn.com		
Correspondent Name:	James F. Keenan, Jr.		
Address Line 1:	100 Middle Street		
Address Line 2:	Bernstein, Shur, Sawyer & Nelson		
Address Line 4:	Portland, MAINE 04104		
NAME OF SUBMITTER:	James F. Keenan, Jr.		
Signature:	/James F. Keenan, Jr./		

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**TRADEMARK
 REEL: 004186 FRAME: 0801**

Date:

04/15/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 8, 2006, ("Effective Date"), by and between NWS-Illinois, LLC ("Assignor") and White Rock Distilleries, Inc. ("Assignee").

RECITAL:

WHEREAS, Assignor has agreed to sell and Assignee has agreed to purchase the trademarks and the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, the "Marks").

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations therefor, any renewals and extensions of the registrations, together with the goodwill of the business associated with the Marks and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the registrations, which may include disclaimers of certain portions of the Marks), free and clear of any liens, security interests or other encumbrances; (ii) the Marks are valid and in force and in the record name of Assignor; (iii) except for disclaimers of certain portions of the Marks and its Settlement Agreement with Brown-Forman Corporation relating to restrictions on the appearance of the Marks on labels for the goods, it has not done any thing that would impair the validity of the Marks and has not, to its knowledge, failed to do any thing necessary to protect the continued validity of the Marks, and it has received no notice of and is aware of no basis for any conflicting claim of ownership of the Marks; (iv) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (v) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

SCHEDULE A

CANADIAN RESERVE (U.S. Supplemental Registration No. 0728695)

CANADIAN RESERVE (U.S. Principal Registration No. 3006857)

DIMITRI (U.S. Principal Registration No. 1013038)