

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
White Rock Distilleries, Inc.		05/28/2010	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Luxco, Inc.		
Street Address:	5050 Kemper Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63139		
Entity Type:	CORPORATION: MISSOURI		
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:	(314)480-1505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-480-1500		
Email:	jacie.steinkamp@huschblackwell.com		
Correspondent Name:	Arkadia DeLay		
Address Line 1:	190 Carondelet Plaza		
Address Line 2:	Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	713062.756		
NAME OF SUBMITTER:	Arkadia DeLay		

OP \$90.00 0728695

900163461

**TRADEMARK
 REEL: 004215 FRAME: 0905**

Signature:	/Arkadia DeLay/
Date:	06/01/2010
Total Attachments: 3 source=Assign#page1.tif source=Assign#page2.tif source=Assign#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into as of May 28, 2010 between White Rock Distilleries, Inc., a Maine corporation, having an address of 21 Saratoga Street, Lewiston, Maine 04241 ("Assignor"), and Luxco, Inc., a Missouri corporation, having an address at 5050 Kemper Avenue, St. Louis Missouri 63139 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the marks set forth at Exhibit A and the U.S. registrations therefor (the "Marks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase & Sale Agreement, dated contemporaneously herewith ("Asset Purchase Agreement"), in which Assignor has agreed to sell and transfer to Assignee all right, title and interest in and to the Marks; and

WHEREAS, Assignor therefore wishes to assign the entire rights, title and interest in and to the Marks and the goodwill associated therewith to Assignee, and Assignee desires to accept the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee its entire right, title and interest in and to the Marks, together with the goodwill associated therewith, including without limitation, the right to sue for past infringement, and all registrations and applications therefor, including those set forth at Exhibit A.

2. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

3. In the case of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year above.

ASSIGNOR:

WHITE ROCK DISTILLERIES, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

LUXCO, INC.

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year above.

ASSIGNOR:

WHITE ROCK DISTILLERIES, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

LUXCO, INC.

By: Dean Lux

Name: Dean Lux

Title: President

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

Mark, Reg. No. and Ser. No.	Goods
CANADIAN RESERVE SN:72-111906 RN:728,695	Canadian whisky
CANADIAN RESERVE SN:76-465571 RN:3,006,857	Canadian whiskey
DIMITRI SN:73-010605 RN:1,013,038	Vodka