

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
Jim Beam Brands Co.		06/22/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sazerac North America, Inc.		
Street Address:	1001 Wilkinson Boulevard		
City:	Frankfort		
State/Country:	KENTUCKY		
Postal Code:	40602		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0507794	OLD TAYLOR	
CORRESPONDENCE DATA			
Fax Number:	(617)937-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	777 6th Street NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	304566-207		
NAME OF SUBMITTER:	Todd S. Bontemps		
Signature:	/TSB/		
Date:	06/04/2010		

CH \$40.00 0507794

Total Attachments: 5

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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 Jim Beam Brands Co., a Delaware corporation having an address of 510 Lake Cook Road, Deerfield, Illinois 60015 (together with its successors and assigns, "Assignor"), and Sazerac North America, Inc., a Delaware corporation having an address of 1001 Wilkinson Boulevard, Frankfort, Kentucky 40602 (together with its successors and assigns, "Assignee").

RECITALS:

WHEREAS, Assignor is the owner of certain trademarks, related trade dress rights and copyrights, which relate exclusively to Assignor's OLD TAYLOR brand in the United States, namely, (i) registered trademarks, (ii) trade names, (iii) common law trademarks, (iv) trade dress and (v) unregistered copyrights, including but not limited to those trademarks 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 Jim Beam Brands Co.
("Assignor")

By: 

Name: Patrick J. Koley

Title: Authorized Signatory

Leslie W. Jensen

ATTEST:
Leslie W. Jensen
[Name, Title] Paralegal

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

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

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 Jim Beam Brands Co.
("Assignor")

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

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

By: *Mark Brown*

Name: Mark Brown

Title: President / CEO

ATTEST:

Kathy Thelen
[Name, Title] *Kathy Thelen*
VP, Human Resources

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

SCHEDULE A

Trademarks

<i>Trademark</i>	<i>Jurisdiction</i>	<i>Status</i>	<i>Reg. No.</i>	<i>App. No.</i>	<i>Classes</i>	<i>Goods</i>
OLD TAYLOR (IN ARC)	UNITED STATES OF AMERICA	REGISTERED	507794	71/528130	33	WHISKEY
E.H. TAYLOR JR. & SONS	UNITED STATES OF AMERICA	Common Law Rights	N/A	N/A		WHISKEY