

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignment to Barton Incorporated with respect to US Reg. No. 728,695 previously recorded on Reel 001407 Frame 0754. Assignor(s) hereby confirms the assignment of US Reg. No. 728,695 was void ab initio.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Distillers Glenmore, Inc.	FORMERLY Glenmore	06/22/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barton Incorporated		
Street Address:	55 East Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0728695	CANADIAN RESERVE	
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 \$40.00 0728695

900165762

**TRADEMARK
 REEL: 004233 FRAME: 0323**

Signature:	/Arkadia DeLay/
Date:	06/29/2010
<p>Total Attachments: 15</p> <p>source=CorrAssign#page1.tif source=CorrAssign#page2.tif source=CorrAssign#page3.tif source=CorrAssign#page4.tif source=CorrAssign#page5.tif source=CorrAssign#page6.tif source=CorrAssign#page7.tif source=CorrAssign#page8.tif source=CorrAssign#page9.tif source=CorrAssign#page10.tif source=CorrAssign#page11.tif source=CorrAssign#page12.tif source=CorrAssign#page13.tif source=CorrAssign#page14.tif source=CorrAssign#page15.tif</p>	

CORRECTIVE TRADEMARK AGREEMENT

THIS CORRECTIVE ASSIGNMENT ("Corrective Assignment") is effective as of June 22, 2010 (the "Effective Date") and is filed by **CONSTELLATION SERVICES LLC**, a Delaware limited liability company ("the Correcting Party"), the successor in interest to **BARTON INCORPORATED**, a Delaware corporation, per TMEP 503 .06(c).

WHEREAS, in the document attached hereto as Schedule A (the "Consolidated Assignment") dated August 23, 1984 between Glenmore Distilleries Company ("Glenmore") and Consolidated Distilled Products, Inc. ("Consolidated"), Glenmore assigned to Consolidated all right, title and interest to U.S. Registration Number 728,695 for CANADIAN RESERVE (the "Trademark"). The Consolidated Assignment was recorded in the United States Patent and Trademark Office on or about September 7, 1984 at Reel/Frame 0475/0471;

WHEREAS, in the document attached hereto as Schedule B (the "Barton Assignment") dated September 1, 1995 between United Distillers Glenmore, Inc., formerly Glenmore, and Barton Incorporated ("Barton"), United Distillers Glenmore, Inc. assigned to Barton all right, title and interest to U.S. Registration Number 728,695 for CANADIAN RESERVE. The Barton Assignment was recorded in the United States Patent and Trademark Office on or about September 22, 1995 at Reel/Fame No. 1407/0754;

WHEREAS, the Correcting Party hereto agrees and acknowledges that U.S. Registration Number 728,695 for CANADIAN RESERVE, should have not have been listed in the Barton Assignment, and the Correcting Party records this Corrective Assignment to this effect;

NOW, THEREFORE, the Correcting Party hereby agrees and acknowledges as follows:

The Barton Assignment is void *ab initio* with respect to the assignment of U.S. Registration Number 728,695 for CANADIAN RESERVE, and the Correcting Party disclaims and disavows any and all claim, right, title or interest in or to the Trademark as of the date of the Barton Assignment and thereafter. The terms and covenants of this Corrective Assignment shall inure to the benefit of the parties and their respective successors and assigns and other legal representatives.

The Correcting Party hereby executes this Corrective Assignment as set forth below.

By: _____

Printed Name: Michael D. Lurie

Title: Vice President

S:\CLIENT\0175879001\1010672.2

SCHEDULE A

ASSIGNMENT

REEL 0475 FRAME 71

STATE OF KENTUCKY)
)
COUNTY OF JACKSON)

SS.

TRADE-MARK

WHEREAS, GLENMORE DISTILLERIES COMPANY, a Delaware corporation, of Citizens Plaza, Louisville, Kentucky, 40202, has adopted, used, and is using the following mark and registration:

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>DATE</u>
CANADIAN RESERVE	728,695	March 13, 1962 (renewed March 13, 1962)

WHEREAS, CONSOLIDATED DISTILLED PRODUCTS, INC., an Illinois corporation, of 3247 South Kedzie Avenue, Chicago, Illinois 60623 is desirous of acquiring said mark and the registration thereof;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said GLENMORE DISTILLERIES COMPANY, does hereby assign unto the said CONSOLIDATED DISTILLED PRODUCTS, INC., all rights, title and interest in and to the above mark, including the right to sue for past infringement, together with the goodwill of the business, symbolized by the above mark, and the registration thereof, as set forth above.

GLENMORE DISTILLERIES COMPANY

By: *[Signature]*
Vice Chairman & Secy.

Date: Aug 23, 1984

On the 23rd day of August,
1984, before me personally came ROBERT M. NASH, to me known,
who, being duly sworn, did depose and say that he is the Vice
Chairman and Secretary of GLENMORE DISTILLERIES COMPANY, the
corporation described in and which executed the above instru-
ment; that he knows the seal of said corporation; that the
seal affixed to said instrument is such corporate seal; that
it was so affixed by order of the Board of Directors of said
corporation; and that he signed his name thereto by like order.

E. Kathleen Small
Notary Public

My commission expires My commission expires Aug. 13, 1988

REEL 0 4 7 5 FRAME 4 7 2

TRADE-MARK

RECORDED
PATENT & TRADEMARK OFFICE

SEP -7 1984

Edward W. Smith
COMMISSIONER OF PATENTS

SCHEDULE B

12-01-1995



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I the attached original documents or copy thereof.

To the Honorable Commissioner

1. Name of conveying party(ies):

United Distillers Glenmore, Inc.

Corporation-State: Delaware

Additional name(s) of conveying party(ies) attached? No

3. Nature of conveyance:

Assignment

Execution Date: August 29, 1995

2. Name and address of receiving party(ies):

Name: Barton Incorporated
Street Address: 55 East Monroe Street
City: Chicago State: IL ZIP:60603

Corporation-State: Delaware

Additional name(s) & address(es) attached? No



St. PC-6 DMW
MLD 9-27-95

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

TRADEMARK REGISTRATION NUMBERS AND APPLICATION NUMBERS ARE ATTACHED HERETO AS PAGES 2 AND 3 OF THIS COVER SHEET

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth Y. Kutyla
Internal Address: Barton Incorporated
Street Address: 55 East Monroe Street
City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 3.41): \$ 1,115.00

Enclosed
 Authorized to be charged to deposit account.

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

FRED R. MARDELL
Name of Person Signing

[Signature]
Signature

SEPTEMBER 22, 1995
Date

~~050 MH 10/06/95 114576~~

0 481 Total number of pages comprising cover sheet: 3

~~050 MH 10/06/95 114576~~

~~0 482 125.00 CK~~

Do not detach this portion

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0 481 40.00 CK

Mail documents with required cover sheet information, 095.00 CK

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

~~050 MH 10/06/95 114576~~

~~0 481 40.00 CK~~

~~050 MH 10/06/95 114576~~

~~0 482 125.00 CK~~

TRADEMARK

REEL: 1407 FRAME: 0754

TRADEMARK

REEL: 004233 FRAME: 0330

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
114,576	KENTUCKY TAVERN	December 19, 1916
325,711	Design of Man's Head	July 2, 1935
331,247	ROCKING CHAIR	December 31, 1935
334,276	BRONZE LABEL	April 28, 1936
353,049	OLD COMPASS	December 21, 1937
357,921	OLD MR. BOSTON Ancient Label	June 21, 1938
359,818	OLD MR. BOSTON "Silver Label"	August 30, 1938
361,958	MR. BOSTON'S SPOT BOTTLE	November 8, 1938
363,798	OLD MR. BOSTON Diamond Bottle	January 10, 1939
377,851	AUTOGRAPH	May 14, 1940
388,658	AMERICA'S SOCIAL- LIGHT WHISKEY	July 1, 1941
392,344	"Spot Bottle"	December 23, 1941
393,436	PERSONAL CHOICE	February 17, 1942
506,865	OLD THOMPSON	February 22, 1949
624,158	OLD KENTUCKY TAVERN	March 27, 1956
665,176	GLENMORE	July 29, 1958
666,369	OLD KT	August 26, 1958
681,601	TRAFALGAR	July 7, 1959
703,326	GLENMORE	August 23, 1960
707,035	THREE COINS	November 8, 1960
707,271	ESSEX HOUSE	November 15, 1960
707,884	JOHN PLOWMAN	November 29, 1960
726,336	CAPTAIN'S CHAIR	January 9, 1962

(2)

TRADEMARK
REEL: 1407 FRAME: 0755

TRADEMARK
REEL: 004233 FRAME: 0331

727,787	O.M.B.	February 20, 1962
728,695	CANADIAN RESERVE	March 13, 1962
728,948	CAPTAIN'S CHOICE	March 20, 1962
730,903	ONTARIO CLUB	May 1, 1962
738,339	MR. MARYLAND	September 25, 1962
738,340	MR. PENNSYLVANIA	September 25, 1962
744,946	CANADIAN BAY	February 5, 1963
753,432	RIVA	July 23, 1963
760,116	GLEN GUARD	November 12, 1963
762,493	ENGLISH MARKET	December 31, 1963
940,042	GLENMORE	August 1, 1972
957,057	THOMPSON	April 10, 1973
1,258,809	PERSONAL CHOICE	November 22, 1983
1,359,599	CHOCO-MINT	September 10, 1985
1,364,826	NUTCRACKER	October 8, 1985
1,444,372	STRAWBERRY BULLET	June 23, 1987
1,445,509	ADAM'S APPLE	June 30, 1987
1,494,446	BOSTON	June 28, 1988
1,871,505	LIQUEURS OF LOVE	January 3, 1995

<u>Application No.</u>	<u>Mark</u>	<u>Filing Date</u>
74/510622	CAFE DI AMORE	April 8, 1994
74/555279	SAMBUCCA DI AMORE	July 29, 1994

(3)

TRADEMARK
REEL: 1407 FRAME: 0756

TRADEMARK
REEL: 004233 FRAME: 0332

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 12 day of September, 1995 by and between UNITED DISTILLERS GLENMORE, INC. a Delaware corporation, with offices at Six Landmark Square, Stamford, Connecticut 06901 ("Assignor"), and BARTON INCORPORATED, a Delaware corporation, with its principal place of business at 55 East Monroe Street Chicago, Illinois 60603 ("Assignee");

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated August 29, 1995 ("Agreement"), pursuant to which Assignor and certain of its affiliates have agreed to assign and Assignee has agreed to accept certain assets of the Assignor and its affiliates, including, but not limited to, the United States trademark registrations and trademark applications, and the goodwill associated with the foregoing, owned by Assignor and identified on Schedule A attached to this Assignment (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Marks together with that part of the goodwill of the business connected with the use of and symbolized by the Marks.

I. ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks together with that part of the goodwill of the business connected with the use of and symbolized by the Marks, and all registrations and trademark applications therefor, in the United States, (for purposes of this Assignment, the term "United States" shall mean only the 50 states of the United States and the District of Columbia) as well as renewals and extensions of the registration 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 the Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Closing Date (as defined in the Agreement) 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 damages, 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.

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TRADEMARK
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The Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America to record Assignee as the assignee and owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

UNITED DISTILLERS GLENMORE, INC.

By: 

Title: Vice President

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TRADEMARK
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TRADEMARK
REEL: 004233 FRAME: 0334

STATE OF NEW YORK)
)SS.
COUNTY OF Monroe)

On this 1st day of September 1995, there appeared before me _____
Francis P. McMoran, personally known to me, who acknowledged that he signed the
foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____
United Distillers Glenora, Inc.

Susan J. Melech
Notary Public

My Commission Expires:

SUSAN J. MELECH
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Dec. 31, 1996

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TRADEMARK
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TRADEMARK
REEL: 004233 FRAME: 0335

SCHEDULE A

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
114,576	KENTUCKY TAVERN	December 19, 1916
325,711	Design of Man's Head	July 2, 1935
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359,818	OLD MR. BOSTON "Silver Label"	August 30, 1938
361,958	MR. BOSTON'S SPOT BOTTLE	November 8, 1938
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377,851	AUTOGRAPH	May 14, 1940
388,658	AMERICA'S SOCIAL- LIGHT WHISKEY	July 1, 1941
392,344	"Spot Bottle"	December 23, 1941
393,436	PERSONAL CHOICE	February 17, 1942
506,865	OLD THOMPSON	February 22, 1949
624,158	OLD KENTUCKY TAVERN	March 27, 1956
665,176	GLENMORE	July 29, 1958
666,369	OLD KT	August 26, 1958
681,601	TRAFALGAR	July 7, 1959
703,326	GLENMORE	August 23, 1960
707,035	THREE COINS	November 8, 1960
707,271	ESSEX HOUSE	November 15, 1960
707,884	JOHN PLOWMAN	November 29, 1960
726,336	CAPTAIN'S CHAIR	January 9, 1962

TRADEMARK

REEL: 1407 FRAME: 0760

TRADEMARK

REEL: 004233 FRAME: 0336

727,787	O.M.B.	February 20, 1962
728,695	CANADIAN RESERVE	March 13, 1962
728,948	CAPTAIN'S CHOICE	March 20, 1962
730,903	ONTARIO CLUB	May 1, 1962
738,339	MR. MARYLAND	September 25, 1962
738,340	MR. PENNSYLVANIA	September 25, 1962
744,946	CANADIAN BAY	February 5, 1963
753,432	RIVA	July 23, 1963
760,116	GLEN GUARD	November 12, 1963
762,493	ENGLISH MARKET	December 31, 1963
940,042	GLENMORE	August 1, 1972
957,057	THOMPSON	April 10, 1973
1,258,809	PERSONAL CHOICE	November 22, 1983
1,359,599	CHOCO-MINT	September 10, 1985
1,364,826	NUTCRACKER	October 8, 1985
1,444,372	STRAWBERRY BULLET	June 23, 1987
1,445,509	ADAM'S APPLE	June 30, 1987
1,494,446	BOSTON	June 28, 1988
1,871,505	LIQUEURS OF LOVE	January 3, 1995

<u>Application No.</u>	<u>Mark</u>	<u>Filing Date</u>
74/510622	CAFE DI AMORE	April 8, 1994
74/555279	SAMBUCCA DI AMORE	July 29, 1994

(3)

RECORDED: 09/22/1995

TRADEMARK
REEL: 1407 FRAME: 0763

TRADEMARK
REEL: 004233 FRAME: 0337

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
114,576	KENTUCKY TAVERN	December 19, 1916
325,711	Design of Man's Head	July 2, 1935
331,247	ROCKING CHAIR	December 31, 1935
334,276	BRONZE LABEL	April 28, 1936
353,049	OLD COMPASS	December 21, 1937
357,921	OLD MR. BOSTON Ancient Label	June 21, 1938
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361,958	MR. BOSTON'S SPOT BOTTLE	November 8, 1938
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377,851	AUTOGRAPH	May 14, 1940
388,658	AMERICA'S SOCIAL- LIGHT WHISKEY	July 1, 1941
392,344	"Spot Bottle"	December 23, 1941
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665,176	GLENMORE	July 29, 1958
666,369	OLD KT	August 26, 1958
681,601	TRAFALGAR	July 7, 1959
703,326	GLENMORE	August 23, 1960
707,035	THREE COINS	November 8, 1960
707,271	ESSEX HOUSE	November 15, 1960
707,884	JOHN PLOWMAN	November 29, 1960
726,336	CAPTAIN'S CHAIR	January 9, 1962

(2)

TRADEMARK
REEL: 1407 FRAME: 0762

TRADEMARK
REEL: 004233 FRAME: 0338

727,787	O.M.B.	February 20, 1962
728,695	CANADIAN RESERVE	March 13, 1962
728,948	CAPTAIN'S CHOICE	March 20, 1962
730,903	ONTARIO CLUB	May 1, 1962
738,339	MR. MARYLAND	September 25, 1962
738,340	MR. PENNSYLVANIA	September 25, 1962
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1,364,826	NUTCRACKER	October 8, 1985
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1,494,446	BOSTON	June 28, 1988
1,871,505	LIQUEURS OF LOVE	January 3, 1995

<u>Application No.</u>	<u>Mark</u>	<u>Filing Date</u>
74/510622	CAFE DI AMORE	April 8, 1994
74/555279	SAMBUCCA DI AMORE	July 29, 1994

TRADEMARK
REEL: 1407 FRAME: 0761