

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
STRANAHAN'S COLORADO WHISKEY, LLC		12/14/2010	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	PROXIMO SPIRITS, INC.		
Street Address:	333 Washington Street		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3295856	STRANAHAN'S	
CORRESPONDENCE DATA			
Fax Number:	(212)949-9190		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 949-9022		
Email:	JMStarzynski@lawabel.com		
Correspondent Name:	Victor M. Tannenbaum		
Address Line 1:	666 Third Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	8004137		
NAME OF SUBMITTER:	Victor M. Tannenbaum		
Signature:	/VMT/		

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**TRADEMARK
 REEL: 004436 FRAME: 0940**

Date:

12/20/2010

Total Attachments: 14

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ASSIGNMENT AGREEMENT

This Assignment Agreement shall be effective on the 14th day of December, 2010, by and between STRANAHAN'S COLORADO WHISKEY, LLC, a limited liability company organized and existing under the laws of the State of Colorado, United States of America, with an office at 200 South Kalamath St., City of Denver, State of Colorado 80223, United States of America (hereinafter "ASSIGNOR") and PROXIMO SPIRITS, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, with its principal office at 333 Washington Street, Jersey City, State of New Jersey 07302, United States of America (hereinafter "ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the trademarks and domain names set forth on the attached Schedule A in various countries of the world, in respect of alcoholic beverages and other products (hereinafter collectively the "said Trademarks"). The particulars of all the registrations and applications throughout the world for the said Trademarks in the name of ASSIGNOR or ASSIGNOR's predecessors in interest are set forth on the attached Schedule B; and

WHEREAS, ASSIGNOR and ASSIGNEE have entered into that certain Asset Purchase Agreement dated as of September 16, 2010, by and among ASSIGNOR, ASSIGNEE and the other parties thereto (the "Purchase Agreement") pursuant to which all of the said Trademarks are to be assigned to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the said Trademarks and all registrations and applications for the said Trademarks throughout the world; and

WHEREAS, in order to consummate the transactions contemplated by the Purchase Agreement, ASSIGNOR and ASSIGNEE desire to enter into this Agreement.

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NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement and the Purchase Agreement, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNMENT. ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, its entire right, title and interest in and to the said Trademarks and trademark applications and trademark registrations therefore throughout the world, together with that part of the goodwill of ASSIGNOR's business connected with the use of and symbolized by the said Trademarks. This Assignment also includes:

(a) the registrations and applications for the said Trademarks set forth on the attached Schedule B, as well as all right, title and interest the ASSIGNOR may have to the said Trademarks in all countries of the world, whether by use, registration, application or otherwise; and

(b) any claims, demands, damages, actions and/or causes of action based, in whole or in part, on infringement of the said Trademarks by any third party including, without limitation, the right to recover for any past infringement thereof; and

(c) All right, title and interest to all trading or corporate names used by ASSIGNOR which includes any of the said Trademarks, including but not limited to "STRANAHAN'S COLORADO WHISKEY."

2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR. ASSIGNOR represents that it does not own any other registration or application for the said Trademarks or any portion thereof, in any jurisdiction in addition to those listed in the attached Schedule B, and should same exist, by this Assignment, ASSIGNOR does hereby transfer all of its rights, title and interest thereto to ASSIGNEE.

3. ASSIGNOR represents that:

(a) the said Trademarks are free of all liens, encumbrances and security interests of any kind;

(b) the said Trademarks are not subject to any licenses permitting the use of the said Trademarks in any country of the world;

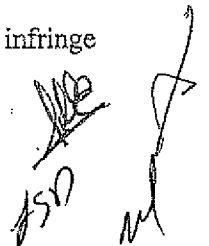
(c) the said Trademarks may be assigned by ASSIGNOR and such assignment does not violate any agreement to which ASSIGNOR is a party;

(d) ASSIGNOR has not granted any consents or entered into any co-existence agreements with any party with respect to the use of the said Trademarks or any trademarks or domain names confusingly similar thereto, with the exception of the consents and/or co-existence agreements set forth on the attached Schedule C;

(e) all of the applications and registrations for the said Trademarks set forth on Schedule B are valid, existing and enforceable and all maintenance taxes, renewal applications, license recordal applications and all other actions necessary to maintain the said Trademarks have been taken through the date of this Agreement;

(f) there are no pending litigations, oppositions or infringement actions filed or claimed by any third party with respect to the said Trademarks;

(g) To ASSIGNOR's knowledge, no third party is infringing on or otherwise using the said Trademarks where such infringement or use could materially limit the protection afforded by the said Trademarks or prevent the future enforcement or use of the said Trademarks in connection with any of the products or services listed in Classes 32, 33 and 43 of the NICE classification by ASSIGNEE in any country of the world. To ASSIGNOR's knowledge, the use of the said Trademarks in connection with the sale and distribution of whiskey does not infringe



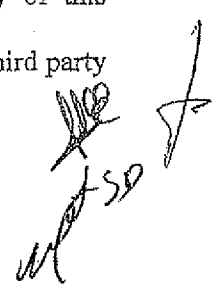
upon, violate or constitute the unauthorized use of any trademark rights owned by any third party in any country of the world;

(h) there are no pending litigations, oppositions or infringement actions filed or claimed by ASSIGNOR against any third party based on ASSIGNOR's ownership of the said Trademarks.

(i) In the event that ASSIGNOR is in breach of any of the foregoing representations or warranties, ASSIGNOR shall be liable for all damages caused to ASSIGNEE as a result of such breach, including but not limited to attorneys fees, damages and lost profits incurred by ASSIGNEE.

4. FURTHER DOCUMENTS. ASSIGNOR agrees to execute whatever documents are necessary, in ASSIGNEE's opinion and at any time as may be requested by ASSIGNEE, to record the transfer of the said Trademarks assigned hereunder in any country of the world. The recordal of the assignment of the trademarks to ASSIGNEE, or a designee of ASSIGNEE, shall be prosecuted by ASSIGNEE or counsel of ASSIGNEE's choosing and all costs in connection with the recordal of the assignments shall be borne by ASSIGNEE. ASSIGNOR further agrees to provide to ASSIGNEE any documents or information that ASSIGNEE may require to maintain or apply for registration of the said Trademarks or to support any infringement proceeding, at no cost to ASSIGNEE.

5. OWNERSHIP OF TRADEMARKS. ASSIGNOR recognizes ASSIGNEE's ownership and title to the said Trademarks throughout the world and ASSIGNOR shall not, directly or indirectly, claim adversely to ASSIGNEE any right, title or interest in and to the said Trademarks in any country of the world nor shall ASSIGNOR attack the validity of this Assignment. ASSIGNOR also agrees not to attempt to register or to use or to aid any third party

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in attempting to register or to use any trademark or service mark which may be in the opinion of ASSIGNEE, confusingly similar to the said Trademarks.

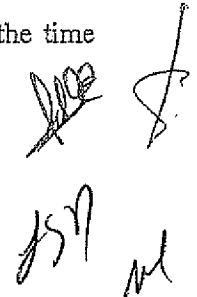
6. TRANSFER OF FILES. Upon execution of this Agreement, ASSIGNOR shall:

(a) immediately transfer to ASSIGNEE or to ASSIGNEE's counsel all files and Certificates of Registration in ASSIGNOR's or ASSIGNOR's counsel's possession with respect to the said Trademarks; and

(b) advise all counsel prosecuting any matters related to the said Trademarks of this Assignment and instruct such counsel to act on the future instructions of ASSIGNEE or ASSIGNEE's counsel.

7. TRANSFER OF TRADEMARKS TO ASSIGNOR. The said Trademarks as listed on Schedule B hereof are registered or applied for in the name of ASSIGNOR. If any such applications or registrations are in the name of any other entity, ASSIGNOR shall, at its sole expense, immediately file whatever applications are necessary to record ownership in the name of ASSIGNOR and shall send to ASSIGNEE or ASSIGNEE's counsel copies of all correspondence in connection with these records.

8. WAIVER OR MODIFICATION. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, other than the Purchase Agreement and other related agreements between the parties, which represents the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed a waiver or a modification thereof and either party may, within the time

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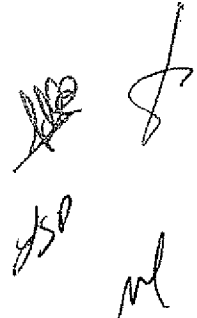
provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights.

9. BINDING PROVISIONS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to the successors and assigns of ASSIGNOR and ASSIGNEE.

10. GOVERNING LAW. In connection with all matters or controversies arising under this Agreement, the parties hereby consent to the exclusive jurisdiction and governing laws as provided in the Purchase Agreement.

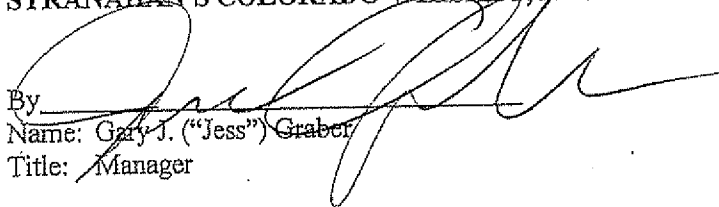
11. CONFIDENTIALITY. Each party agrees to keep confidential and not to disclose to any third party the terms of this Agreement. Any public announcement of the execution of this Assignment Agreement shall be made only with the prior written consent of the other party to the text of such announcement.

12. PROVISIONS OF THE PURCHASE AGREEMENT. Notwithstanding the foregoing, no provision of this Agreement shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the warranties, covenants, agreements, conditions, representations and indemnity obligations) set forth in the Purchase Agreement. Each of the parties hereto acknowledges and agrees that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superceded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.




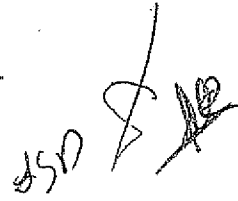
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

STRANAHAN'S COLORADO WHISKEY, LLC

By 
Name: Gary J. ("Jess") Graber
Title: Manager

PROXIMO SPIRITS, INC.

By 
Name: Mark R. Teasdale
Title: President



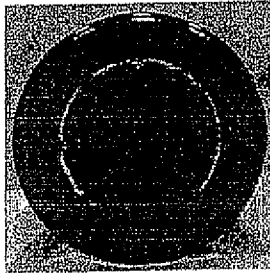
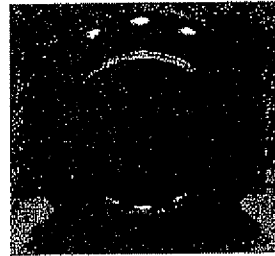
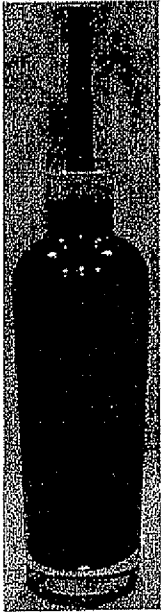
SCHEDULE A

Assigned Trademarks and Domain Names

STRANAHAN'S
STRANAHAN'S COLORADO WHISKEY
STRANAHAN'S IN SCRIPT
COLORADO WHISKEY
COLORADO'S ORIGINAL
COLORADO'S ORIGINAL WITH BARREL DESIGN



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The foregoing includes the trade dress used in connection with the Trademarks, including but not limited to labeling, packaging and containers on which the Trademarks appear.

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Domain Names

stranahans.com
colorado-original.com
colorado-whiskey.com
coloradosmallbatch.com
whiskeycolorado.com



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SCHEDULE B

Applications/Registrations

<u>Country</u>	<u>Trademark</u>	<u>Number</u>
United States of America	STRANAHAN'S	3295856
Colorado	STRANAHAN'S COLORADO WHISKEY	20061060816CO20061060816

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SCHEDULE C

Consent/Co-Existence Agreements

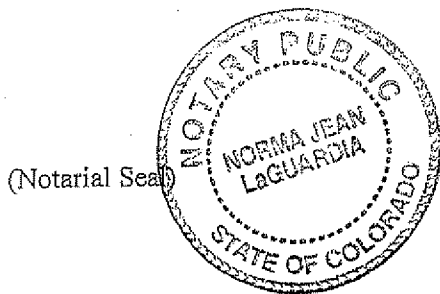
None.

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NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF COLORADO) SS:
CITY AND COUNTY OF DENVER)

On this 14th day of December, 2010, before me personally appeared Gary J. ("Jess") Graber, to me known, who, being by me duly sworn, did depose and say that he is the Manager of the limited liability company described in and which executed the foregoing document and that he signed his name thereto.



Norma Jean Laguardia

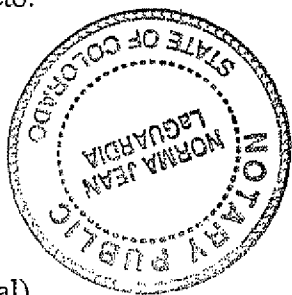
Notary Public

My Commission Expires: 05/07/2014

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF COLORADO) SS:
CITY AND COUNTY OF DENVER)

On this 14th day of December, 2010, before me personally appeared Mark R. Teasdale, to me known, who, being by me duly sworn, did depose and say that he is the President of the corporation described in and which executed the foregoing document and that he signed his name thereto.



(Notarial Seal)

Norma Jean LaGuardia

Notary Public

My Commission Expires - 05/07/2014