

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|----------------|-----------------------|
| 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. | | 02/01/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Sazerac Company, Inc. | | |
| Street Address: | 803 Jefferson Highway | | |
| City: | New Orleans | | |
| State/Country: | LOUISIANA | | |
| Postal Code: | 70152 | | |
| Entity Type: | CORPORATION: LOUISIANA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 73034849 | CLEAR SPRING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)842-7899 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 2028427800 | | |
| Email: | trademarks@cooley.com, mobleysg@cooley.com | | |
| Correspondent Name: | Todd S. Bontemps | | |
| Address Line 1: | 777 6th St., N.W., Suite 1100 | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20001 | | |
| ATTORNEY DOCKET NUMBER: | 304566-20311 | | |
| NAME OF SUBMITTER: | Susan Mobley | | |
| Signature: | /Susan Mobley/ | | |
| Date: | 02/23/2011 | | |

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TRADEMARK
REEL: 004484 FRAME: 0496

Total Attachments: 4

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CONFIRMATORY ASSIGNMENT OF TRADEMARK

JIM BEAM BRANDS CO., a Delaware corporation, having its principal offices at 510 Lake Cook Road, Deerfield, Illinois, 60015 (the “Assignor”), has adopted, consistently and continually used, is using and is the owner of various trademarks including, but not limited to the trademark and trade name listed on Schedule A attached hereto;


Whereas, **Sazerac Company, Inc.** (Assignee), a Louisiana corporation having its principal place of business at 803 Jefferson Highway, New Orleans, Louisiana 70152 is desirous of acquiring all rights to said trademark and trade name, including all common-law rights thereto and the goodwill associated therewith;

Now, therefore, pursuant to the **Asset Purchase Agreement** dated February 1, 2011 and for good and valuable consideration, the receipt of which is acknowledged, Assignor confirms assignment to Assignee, and its successors in interest, all right, title and interest in and to said CLEAR SPRING trademark and trade name, together with the goodwill of the business symbolized by said trademark and trade name and any applications and registrations thereof, and including all common-law and other rights, all claims, demands and causes for action, both at law and in equity, that Assignor may have, or may acquire, on account of any infringement of said trademark and trade name and any applications and registrations thereof prior to the date hereof, and empowers Assignee, and its successors in interest, to sue for and collect the same, to its and their own and absolute use. 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. Assignor agrees that it will execute any additional documents necessary to complete the recordal of this assignment in any country or jurisdiction where necessary.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and Assignee, does hereby execute this assignment to take effect on the 1st day of February 2011.

For and On Behalf of Assignor

JIM BEAM BRANDS CO.


Name: William Newlands
Title: President, North America

On this 31st day of January, 2011, before me, a Notary Public, appeared the representative for Assignor, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and is known to me as a person authorized to sign singly on behalf of the Assignor; and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.




Notary Public

Executed and accepted by Assignee: **SAZERAC COMPANY, INC.**

Name:
Title:

On this _____ day of _____, 2011, before me, a Notary Public, appeared the representative for Assignee, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and is known to me as a person authorized to sign singly on behalf of ASSIGNEE, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

Notary Public

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and Assignee, does hereby execute this assignment to take effect on the 1st day of February 2011.

For and On Behalf of Assignor

JIM BEAM BRANDS CO.

Name:

Title:

On this _____ day of _____, 2011, before me, a Notary Public, appeared the representative for Assignor, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and is known to me as a person authorized to sign singly on behalf of the Assignor; and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

Notary Public

Executed and accepted by Assignee: **SAZERAC COMPANY, INC.**

Mark Brown
Name: **MARK BROWN**
Title: **President / CEO**

On this 1st day of February, 2011, before me, a Notary Public, appeared the representative for Assignee, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and is known to me as a person authorized to sign singly on behalf of ASSIGNEE, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

Nathan Salas ID 434290
Notary Public exp. 1/6/2015 FranklinCo

TRADEMARK

REEL: 004484 FRAME: 0500

SCHEDULE A

| Country | Case Status | Trademark | Application No. | Application Date | Registration No. | Registration Date | Class - Goods/Services |
|--------------------------|-------------|--------------|-----------------|------------------|------------------|-------------------|--|
| United States of America | Registered | CLEAR SPRING | 73/034849 | 17-Oct-1974 | 1021169 | 23-Sep-1975 | 33 - GRAIN ALCOHOL FOR BEVERAGE PURPOSES |