

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
Fire Tail Brands, LLC		01/28/2011	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Purus Vodka, LLC		
Street Address:	225 S. Meramec, Suite 411T		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3560120	ORGANIC FROM GRAIN TO GLASS	
Registration Number:	3662928	POMACAI	
Registration Number:	3450472	PURUS	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3142592020		
Email:	ncollora@bryancave.com		
Correspondent Name:	Nick E. Williamson		
Address Line 1:	211 North Broadway Ste 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0319916		
NAME OF SUBMITTER:	Nick E. Williamson		

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**TRADEMARK
 REEL: 004486 FRAME: 0992**

Signature:	/Nick E. Williamson/
Date:	02/25/2011
Total Attachments: 5 source=agreement PURUS - FIRE TAIL#page1.tif source=agreement PURUS - FIRE TAIL#page2.tif source=agreement PURUS - FIRE TAIL#page3.tif source=agreement PURUS - FIRE TAIL#page4.tif source=agreement PURUS - FIRE TAIL#page5.tif	

EXHIBIT A
ASSIGNMENT, AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made as of this 28 day of January 2011, by and between FIRE TAIL BRANDS, LLC (the "Seller") and PURUS VODKA, LLC, a limited liability company organized under the State of Missouri (the "Purchaser").

RECITALS

- A. The Seller and the Purchaser are parties to a certain Asset Purchase Agreement dated January 28, 2011 (the "Asset Purchase Agreement");
- B. Pursuant to the Asset Purchase Agreement, the parties are entering into this Agreement; and
- C. Capitalized terms not otherwise defined herein have the meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the recitals and of the consummation of the transactions contemplated by the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. **Sale and Assignment.** Seller hereby sells, transfers, assigns, conveys and delivers to the Purchaser all of its right, title and interest in and to the Acquired Assets, excluding the Excluded Assets, including especially those assets set forth in Exhibit A attached hereto.
2. **Assumption.** The Purchaser hereby accepts delivery of the Acquired Assets and assumes and agrees to timely pay, perform and discharge the Assumed Liabilities.
3. **The Purchase Agreement.** Nothing contained in this Agreement, either express or implied, shall be deemed to supersede, modify, enhance or otherwise affect any of the obligations, agreements, covenants, representations or warranties of Seller or the Purchaser contained in the Asset Purchase Agreement.
4. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
5. **Further Assurances.** Seller, for itself and its successors and assigns, hereby covenant that at any time and from time to time after the delivery of this instrument, at the Purchaser's request and without further consideration, will execute, acknowledge and deliver, will cause to be executed, acknowledged and delivered, such further conveyances, transfers, assignments, and assurances as the Purchaser reasonable may request and as may be

necessary to more effectively convey, transfer and vest in the Purchaser all of Seller right, title and interest in any of the Acquired Assets being acquired by it, or to better effectuate the intent and purposes hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PURCHASER:

PURUS VODKA, LLC

By: 
Name: Don Davis
Title: Authorized Officer

SELLER:

FIRE TAIL BRANDS, LLC

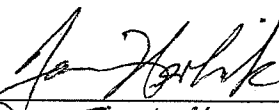
By: 
Name: JON HERRIK
Title: MANAGING MEMBER

EXHIBIT A

Schedule 2.01(a)(1)
Trademarks

Trademark	Country & Date	Application/Registration No.	International Class	Goods
Organic From Grain To Glass	U.S. 13 Jan 2009	3,560,120	33	Organic Vodka
Promacai	U.S. 04 Aug 2009	3,662,928	33	Vodka
Purus	U.S. 17 Jun 2008	3,450,472	33	Vodka
Purus	Great Britain 25 Sep 2007	2,467,718	33	Distilled Spirits; Namely Vodka

EXHIBIT B
PATENT ASSIGNMENT AGREEMENT

None.

EXHIBIT C
TRADEMARK ASSIGNMENT AGREEMENT

Whereas, FIRE TAIL BRANDS, LLC, having its principal place of business at 2148 Hawks Landing Drive, Lake St. Louis, MO, 63367 ("Assignor"), has adopted, used and is using the trademarks on Exhibit A (the "Marks");

Whereas, PURUS VODKA, LLC, having its principal place of business at 225 S. Meramec, Suite 411T, St. Louis, MO 63105 ("Assignee"), is desirous of acquiring said Marks;

Now, therefore, for good and valuable consideration the receipt of which is acknowledged, Assignor does hereby assign, effective as of the date hereof, all right, title, and interest in and to the said Marks, together with the goodwill of the business symbolized by the said Marks, and all causes of action for past infringement of the Marks.

FIRE TAIL BRANDS, LLC

By: 

Name: Jon HERBIK

Title: MANAGING MEMBER

Date: 1/28/11