

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
Luxco, Inc.		07/01/2011	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Heaven Hill Distilleries, Inc.		
Street Address:	1064 Loretto Road		
City:	Bardstown		
State/Country:	KENTUCKY		
Postal Code:	40004		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2336367	ADMIRAL NELSON'S	
Registration Number:	2436494	ADMIRAL NELSON'S PREMIUM SPICED RUM	
Registration Number:	3876847	ADMIRAL NELSON'S	
CORRESPONDENCE DATA			
Fax Number:	(502)589-0309		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5025895235		
Email:	mwilliams@wyattfirm.com		
Correspondent Name:	Matthew A. Williams		
Address Line 1:	500 West Jefferson Street		
Address Line 2:	Suite 2800		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	019354.000039		
NAME OF SUBMITTER:	Matthew A. Williams		

OP \$90.00 2336367

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**TRADEMARK
 REEL: 004574 FRAME: 0726**

Signature:	/Matthew A. Williams/
Date:	07/01/2011
Total Attachments: 3 source=Assignment of U.S. Registrations#page1.tif source=Assignment of U.S. Registrations#page2.tif source=Assignment of U.S. Registrations#page3.tif	

ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (“**Assignment**”) is made, executed, and delivered as of July 1, 2011 by Luxco, Inc., a Missouri corporation (“**Seller**”), to Heaven Hill Distilleries, Inc., a Kentucky corporation (“**Purchaser**”).

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement, dated as of June 3, 2011 (the “**Agreement**”), pursuant to which Seller agreed, among other things, to sell, convey, assign, transfer, and deliver to Purchaser all of Seller’s right, title, and interest in and to the U.S. Trademarks (such term and all other capitalized terms used but not defined herein have the meanings ascribed to such terms in the Agreement), all as more particularly described in the Agreement, for consideration in the amount, and on the terms and conditions, provided in the Agreement; and

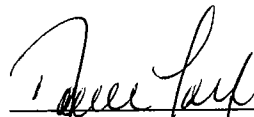
WHEREAS, Purchaser and Seller now desire to carry out the intent and purpose of the Agreement by Seller’s execution and delivery of this instrument evidencing the sale, conveyance, assignment, transfer, and delivery by Seller to Purchaser of all of Seller’s right, title, and interest in and to the U.S. Trademarks, including the registrations listed on Exhibit A hereto, all subject to the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration to Seller, the receipt and adequacy of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers, and delivers unto Purchaser and its successors and assigns any and all of Seller’s right, title, and interest in and to the U.S. Trademarks together with the goodwill of the business connected with the use of and symbolized by the U.S. Trademarks and all causes of action arising prior to or after the date hereof for infringement of the U.S. Trademarks or unfair competition regarding the same, subject to the terms and conditions of the Agreement.


[END OF TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks has been duly executed and delivered on behalf of Seller as of the date first written above.

LUXCO, INC.

By:  _____
Donh S. Lux
Chairman, President and Chief Executive
Officer

**EXHIBIT A
U.S. TRADEMARKS**

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ADMIRAL NELSON'S	U.S.	2336367	03/28/2000
	U.S.	2436494	03/20/2001
ADMIRAL NELSON'S	U.S.	3876847	11/16/2010