

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/200

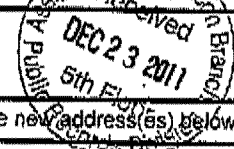
12/23/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RE
12/23/11



103638332



To the Director of the U. S. Patent and Trademark Office: Please provide this assigned document or the new address(es) below.

1. Name of conveying party(ies):

MCLAIN & KYNE DISTILLERY, LTD.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - State: KENTUCKY
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 14, 2011

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WESTERN SPIRITS BEVERAGE COMPANY, LLC

Internal Address: _____

Address: _____

Street Address: 735 E VENICE AVENUE, SUITE 205

City: VENICE

State: FLORIDA

Country: US

Zip: 34285

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2448352

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown).

SAM HOUSTON

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

Name: GREG BETTERTON

Internal Address: _____

Street Address: 735 E VENICE AVENUE, SUITE 205

City: VENICE

State: FLORIDA

Zip: 34285

Phone Number: 941-488-4422

Fax Number: 941-483-4992

Email Address: GREG@BETTERTONLAW.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/23/2011 DTIMBERL 00000027 2448352

01 FC:8521

40.00 0P

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

12/14/2011
Date

GREG BETTERTON

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004699 FRAME: 0115

TRADEMARK ASSIGNMENT

This Agreement is by and between MCLAIN & KYNE DISTILLERY, LTD., ("Assignor") and WESTERN SPIRITS BEVERAGE COMPANY, LLC. ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: SAM HOUSTON (2448352) the "Trademark"; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. **Assignment.** For the sum of TEN Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. **Representations and Warranties.** As of the Effective Date, Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

3. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement for a period not to exceed sixty (60) days.

11/30/2009 The "Effective Date"

ASSIGNOR

John Glover
John Glover, COO

ASSIGNEE

Tim Livesay
Tim Livesay, Manager

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 14 day of DECEMBER, 2011 by John Glover, C.O.O. of MCLAIN & KYNE DISTILLERY, LTD. Said officer is personally known to me or has produced DAVY'S LICENSE and did take an oath.

My Commission Expires: 2014

Donna M. Hibbert
Notary Public, state of
Print name Donna M. Hibbert
Notary Public, State of New York
#01H15039448
Qualified in Queens County
Certificate filed in NY County
Expires: Feb. 21, 2014

STATE OF KENTUCKY
COUNTY OF WARREN

The foregoing instrument was acknowledged before me this 14 day of DECEMBER, 2011 by Tim Livesay, Manager of WESTERN SPIRITS BEVERAGE COMPANY, LLC. Said officer is personally known to me or has produced _____ and did take an oath.

My Commission Expires:
MAR 31, 2013

Debra Ann Roberts
Notary Public, state of
Print name:

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

January 12, 2012

PTAS

GREG BETTERTON
735 E VENICE AVENUE
SUITE 205
VENICE, FLORIDA 34285

103638332

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The cover sheet submitted for recording is not acceptable. An execution date must be indicated for each conveying party.

A fee was not submitted with this document. Authorization to charge was not granted. The required fee is \$-40.00.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) within 30 days from the date of this notice as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 1.8 or 1.10 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MARGARET LASALLE
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION