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
Pernod Ricard USA, LLC		105/31/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Pernod Ricard Nordic Holding, Inc. c/o Pernod Ricard Nordic Holding, Inc. USA filial
Street Address:	P.O. Box 47170
City:	Stockholm
State/Country:	SWEDEN
Postal Code:	SE-100 74
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	85299549	
Serial Number:	85125814	COCOQUILA
Serial Number:	85296541	
Serial Number:	78179033	
Serial Number:	77520165	EXPLORE YOUR CURIOSITY
Serial Number:	77520107	GET YOUR ISLAND ON
Serial Number:	78207552	KAHLUA
Serial Number:	78208756	KAHLUA
Serial Number:	78222479	KAHLUA
Serial Number:	74386764	KAHLUA
Serial Number:	72135750	KAHLUA
Serial Number:	72378151	KAHLUA
Serial Number:	73682159	
Serial Number:	85170497	KAHLUA DELICIOSO TRADEMARK

REEL: 004712 FRAME: 0280

8529954

CH \$965.00

Registration Number:	2276182	KAHLUA ESPECIAL
Registration Number:	1838808	К
Registration Number:	0711952	KAHLUA
Registration Number:	0752236	KAHLUA
Registration Number:	0894274	KAHLUA
Registration Number:	2849355	KUYA
Serial Number:	85098007	MALIBOOM BOOM
Registration Number:	1261893	MALIBU
Registration Number:	2989886	MALIBU
Registration Number:	1374134	MALIBU
Registration Number:	2989885	MALIBU
Serial Number:	85196711	MALIBU BLACK
Registration Number:	3393773	MALIBU AND DESIGN
Serial Number:	85097936	MALIBU COCKTAILS CARIBBEAN COSMO SPIRIT OF THE CARIBBEAN SPIRIT OF THE
Serial Number:	85128090	MALIBU COCKTAILS MELON MARGARITA SPIRIT OF THE CARIBBEAN SPIRIT OF THE
Serial Number:	85097878	MALIBU COCKTAILS RUM PUNCH SPIRIT OF THE CARIBBEAN SPIRIT OF THE
Serial Number:	85097056	MALIBU COCKTAILS TROPICAL MOJITO SPIRIT OF THE CARIBBEAN
Serial Number:	85196707	MALIBU RED
Serial Number:	85196715	MALIBU WHITE
Serial Number:	77649693	
Serial Number:	85146336	MALIBU VIVA
Serial Number:	77804896	MALIBU
Serial Number:	85098053	RADIO MALIBOOM BOOM .COM
Serial Number:	85097968	MALIBU COCKTAILS

CORRESPONDENCE DATA

Fax Number: (202)756-8087 **Phone**: (202)756-8000

washington_ip_docket@mwe.com, jludovici-lint@mwe.com,

emalis@mwe.com, ksandacz@mwe.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Joanne Ludovici-Lint Address Line 1: 600 13th Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

	025718-0993
DOMESTIC REPRESENTATIVE	
Name: Richard Y. Kim Address Line 1: 600 13th Street, N.W. Address Line 2: McDermott Will & Emery Address Line 4: Washington, DISTRICT	
NAME OF SUBMITTER:	Joanne Ludovici-Lint
Signature:	/Joanne Ludovici-Lint/
Date:	02/07/2012
Total Attachments: 10 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif source=Assignment#page9.tif	



GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

Effective as of May 31, 2011

between

PERNOD RICARD USA, LLC,

a Delaware limited liability company,

and

PERNOD RICARD NORDIC HOLDING, INC.,

a Delaware corporation acting through its Swedish Branch, Pernod Ricard Nordic Holding, Inc.

USA filial



GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

This GENERAL INTELLECTUAL PROPERTY ASSIGNMENT, effective as of May 31, 2011 (the "Assignment"), is made by and between PERNOD RICARD USA, LLC, a Delaware limited liability company, on behalf of itself and its affiliates ("Assignor"), and PERNOD RICARD NORDIC HOLDING, INC., a Delaware corporation acting through its Swedish Branch, Pernod Ricard Nordic Holding, Inc. USA filial ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 31, 2011 (as amended, modified or supplemented from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which Assignee agreed to purchase from Assignor and Assignor agreed to sell, assign and transfer to Assignee, the MKI Assets (as defined in the Purchase Agreement), including but not limited to the trademark and service mark applications and registrations set forth on Schedule "A" hereto and the domain name registrations set forth on Schedule "B" hereto for or in connection with the spirit brands MALIBU and KAHLUA (hereinafter "Filings" and "Domains", respectively);

WHEREAS, pursuant to the Purchase Agreement, Assignor has assigned, among other things, its rights, interests and obligations under the Purchase Agreement with respect to the MKI Assets, including the Filings and the Domains, to Assignee;

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the MKI Assets, including the Filings and the Domains, only to the extent that the MKI Assets are fully and validly assigned to Assignee under the trademark assignments, together with the goodwill of the business symbolized by the MKI Assets; Assignor and Assignee agree to cooperate to record the respective trademark assignments for the Filings with national Trademark Offices in the jurisdictions set forth on Schedule A to vest title in Assignee; and to transfer ownership of the Domains to Assignee; and

WHEREAS, Assignee is the successor to the business, which is ongoing and existing, to which the MKI Assets, including the Filings, pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, convey, assign, transfer and deliver to Assignee all of the right, title and interest of Assignor in and to the MKI Assets, including the Filings and the Domains, which includes without limitation the following: (i) all foreign, federal, state, local, statutory and common law and other rights therein related to trademarks, copyrights, designs, patents and domain names, the exclusive right to apply for and maintain all registrations and applications for registrations thereof (and all extensions and renewals of such registrations and applications), and the goodwill of the business connected with the use thereof and symbolized



thereby, free and clear of all liens; (ii) all of the rights of priority therein in any jurisdiction as may now or hereafter be granted to Assignor by applicable law; (iii) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued; (iv) all of the rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements, violations or misappropriations of the MKI Assets, including the Filings and the Domains, including but not limited to the right to compromise, sue for and collect such profits and damages; and (v) all other rights and interests arising out of or related to the MKI Assets, including the Filings and the Domains; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment shall be governed by, and construed and enforced in accordance with, with respect to each item of MKI Assets, including the Filings and the Domains, the laws of the jurisdiction under which such item arises for intellectual property issues, and for all other matters, the laws of the State of New York (without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatory applicable by statute and would permit or require the application of laws of any other jurisdiction), including but not limited to matters of validity, construction, effect, performance and remedies.

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IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed by its duly authorized officer, in each case, with effect from the date first written above.

PERNOD RICARD USA, LLC

Name: THOMAS

Title: JR. VICE

PAESIDEN T

<u>ACKNOWLEDGMENT</u>

STATE OF NEW YORK

:SS:

COUNTY OF WESTCHESTER

)

On Joke 15, 2011 before me, the undersigned, personally appeared ... Inomus R. Calla Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jensty Choruli - Notary Public (signature and office of individual taking acknowledgment)

JENNIFER CHOMICKI
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01CH8977428
QUALIFIED IN PUTNAM COUNTY
CERTIFICATE FILED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES AUGUST 18, 2014



	ACKNOWLEDGMENT
STATE OF NEW YORK COUNTY OF WESTCHESTER	;SS:
On, 2011 personally known to me or proved whose name is subscribed to the wi the same in his/her capacity, and the	before me, the undersigned, personally appeared, to me on the basis of satisfactory evidence to be the individual ithin instrument and acknowledged to me that he/she executed at by his/her signature on the instrument, the individual, or e individual acted, executed the instrument.
	(signature and office of individual taking acknowledgment)
the City of Stockholm, h ROLF CASSERGREN, duly authorized to sign PERNOD RICARD NORD has issued and signed t	for DIC HOLDING INC. the foregoing document. cholm 23.06.2011

By: ___ Name: Title:

PERNOD RICARD NORDIC HOLDING, INC. acting through its Swedish Branch, Pernod Ricard

Nordic Holding, Inc/USA filial

Trademark	Country	Classes	Registered Owners	Application No.	Reg. date	Reg. No.	Next Renewal Due:
COAT OF ARMS (KAHLUA CREST)	United States Of America	29;30;31;32 ;33	Pernod Ricard USA, LLC	85299549			
COCOQUILA	United States Of America	33	Pernod Ricard USA, LLC	85125814			
COFFEE CANE (KAHLUA CREST)	United States Of America	29;30;31;32 ;33	Pernod Ricard USA, LLC	85296541			
DO YA KUYA	United States Of America	33	Pernod Ricard USA, LLC	78/235507	17 maj 2005	2953368	17 maj 2015
DRUMMER Device	United States Of America	33	Pernod Ricard USA, LLC	78/179033	22 jun 2004	2856870	22 jun 2014
EXPLORE YOUR CURIOSITY	United States Of America	33	Pernod Ricard USA, LLC	77/520165	13 jan 2009	3561051	13 jan 2019
GET YOUR ISLAND ON	United States Of America	33	Pernod Ricard USA, LLC	77/520107	13 jan 2009	3561050	13 jan 2019
KAHLUA	United States Of America	30	Pernod Ricard USA, LLC	78/207552	24 apr 2007	3234124	24 apr 2017
KAHLUA	United States Of America	32	Pernod Ricard USA, LLC	78/208756	01 feb 2005	2924197	01 feb 2015

Trademark	Country	Classes	Registered Owners	Application No.	Reg. date	Reg. No.	Next Renewal Due:
KAHLUA	United States Of America	30	Pernod Ricard USA, LLC	78/222479	23 aug 2005	2988022	23 aug 2015
KAHLUA	United States Of America	29	Pernod Ricard USA, LLC	74/386764	13 jun 1995	1900036	13 jun 2015
KAHLUA	United States Of America	33	Pernod Ricard USA, LLC	72/135750	02 jul 1963	0752237	02 jul 2013
KAHLUA BOTTLE DEVICE	United States Of America	33	Pernod Ricard USA, LLC	72/378151	09 nov 1971	0923586	09 nov 2011
KAHLUA BOTTLE DEVICE	United States Of America	33	Pernod Ricard USA, LLC	73/682159	20 sep 1988	1505053	20 sep 2018
KAHLUA DELICIOSO	United States Of America	33; 41;38	Pernod Ricard USA, LLC	85170497			
KAHLUA ESPECIAL (stylized)	United States Of America	33	Pernod Ricard USA, LLC	75/565772	07 sep 1999	2276182	07 sep 2019
KAHLUA K DEVICE	United States Of America	33	Pernod Ricard USA, LLC	74/379589	07 jun 1994	1838808	07 jun 2014
KAHLUA LABEL	United States Of America	33	Pernod Ricard USA, LLC	72/080029	28 feb 1961	0711952	28 feb 2011

Trademark	Country	Classes	Registered Owners	Application No.	Reg. date	Reg. No.	Next Renewal Due:
KAHLUA STYLISED WORD	United States Of America	33	Pernod Ricard USA, LLC	72/135749	02 jul 1963	0752236	02 jul 2013
KAHLUA STYLISED WORD	United States Of America	30	Pernod Ricard USA, LLC	72/326285	07 jul 1970	0894274	07 jul 2010
KUYA	United States Of America	33	Pernod Ricard USA, LLC	78/149437	01 jun 2004	2849355	01 jun 2014
MALIBOOM BOOM	United States Of America	33;38;41	Pernod Ricard USA, LLC	85098007			
MALIBU	United States Of America	33	Pernod Ricard USA, LLC	73/382416	20 dec 1983	1261893	20 dec 2013
MALIBU	United States Of America	25	Pernod Ricard USA, LLC	76/116747	30 aug 2005	2989886	30 aug 2015
MALIBU (Word & Palm Trees & Sun Device)	United States Of America	33	Pernod Ricard USA, LLC	73/423567	03 dec 1985	1374134	03 dec 2015
MALIBU and PALM TREE & SUN Device	United States Of America	25	Pernod Ricard USA, LLC	76/114341	30 aug 2005	2989885	30 aug 2015
MALIBU BLACK	United States Of America	33	Pernod Ricard USA, LLC	85196711			

Trademark	Country	Classes	Registered Owners	Application No.	Reg. date	Reg. No.	Next Renewal Due:
MALIBU Bottle with Palm Trees & Sun	United States Of America	33	Pernod Ricard USA, LLC	76/115599	11 mar 2008	3393773	11 mar 2018
MALIBU COCKTAILS CARIBBEAN COSMO (label)	United States Of America	33	Pernod Ricard USA, LLC	85097936			
MALIBU COCKTAILS MELON MARGARITA (label)	United States Of America	33	Pernod Ricard USA, LLC	85128090			
MALIBU COCKTAILS RUM PUNCH (label)	United States Of America	33	Pernod Ricard USA, LLC	85097878			
MALIBU COCKTAILS TROPICAL MOJITO (label)	United States Of America	33	Pernod Ricard USA, LLC	85097056			
MALIBU RED	United States Of America	33	Pernod Ricard USA, LLC	85196707			
MALIBU WHITE	United States Of America	33	Pernod Ricard USA, LLC	85196715			
MALIBU White Bottle Brown Cap	United States Of America	33	Pernod Ricard USA, LLC	77/649693			

Trademark	Country	Classes	Registered Owners	Application No.	Reg. date	Reg. No.	Next Renewal Due:
MALIBU VIVA	United States Of America	33	Pernod Ricard USA, LLC	85146336			
MALIBU Word & Palm Tree & Sun Device in Color 2008	United States Of America	33	Pernod Ricard USA, LLC	77/804896			
RADIO MALIBOOM BOOM (logo)	United States Of America	33;38;41	Pernod Ricard USA, LLC	85098053			
SERIOUSLY EASY GOING	United States Of America	33	Pernod Ricard USA, LLC	76/051360	10 feb 2004	2813350	10 feb 2014
MALIBU COCKTAILS (logo)	United States Of America	33	Pernod Ricard USA, LLC	85097968			

RECORDED: 02/07/2012