

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liquidity, Inc.		02/03/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Whyte and Mackay Limited
Street Address:	Dalmore House
Internal Address:	310 St. Vincent Street
City:	Glasgow
State/Country:	UNITED KINGDOM
Postal Code:	G2 5RG
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3265585	PINKY
Registration Number:	3218093	THE WORLD'S MOST BEAUTIFUL VODKA

CORRESPONDENCE DATA

Fax Number:

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

Email: dctrademarks@dbr.com

Correspondent Name: Christen M. English

Address Line 1: 1500 K St., NW

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	181116
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DOMESTIC REPRESENTATIVE

OP \$65.00 3265585

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Christen M. English
Signature:	/Christen M. English/
Date:	06/12/2012

Total Attachments: 5
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LICENCE AGREEMENT

THIS LICENCE AGREEMENT is made this 3rd day of February, 2012

BETWEEN:

Liquidity, Inc., a Delaware corporation, having its principal offices at PO Box 6902, Malibu, California 90264 (hereinafter called "the Licensor");

AND

Whyte and Mackay Limited, a company incorporated in Scotland (registered No. SC014456), whose registered office is at Dalmore House, 310 St. Vincent Street, Glasgow G2 5RG (hereinafter called "the Licensee").

WHEREAS

The Licensor is the proprietor of the Trade Mark registrations listed in the attached Schedule "A", (hereinafter called "the Trade Marks").

The Licensee desires to manufacture, market and sell the Goods in the Territory under the Trade Marks and the Licensor has agreed to permit the Licensee to do so on the terms set out in this Agreement.

IT IS AGREED as follows:

1. In this Agreement:

"Goods" means Pinky Vodka;

"Territory" means the United Kingdom, United States of America, European Union, India, Sweden, China, Canada, and Mexico and any other territory agreed by the parties from time to time.

2. The Licensor hereby authorises the Licensee to use exclusively the Trade Marks in the Territory in relation to the Goods sold by the Licensee.
3. The Licensee will at its own expense join with the Licensor in making application to the Registrars of Trade Marks in the Territory for the recordal of the Licensee as a permitted user of the Trade Mark.
4. The Licensee undertakes:
 - 4.1 that it shall use all reasonable endeavours to maintain the reputation of the Trade Marks;
 - 4.2 that it shall not use the Trade Mark in any way or do any other act or thing that might, in the reasonable opinion of the Licensee, damage the goodwill attached to the Trade Marks or impair the Licensor's rights or ability to exploit the rights in the Trade Marks;
 - 4.3 to use the Trade Marks in relation to the Goods in accordance with the reasonable standards of quality, specifications, directions and information given by the Licensor from time to time;
 - 4.4 to use the Trade Marks in relation only to the Goods.
5. If any of the Goods do not in the reasonable opinion of the Licensor conform in any respect with the requirements of the Licensor given under Clause 4 the Licensor shall so inform the Licensee.

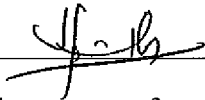
6. The Licensor is the exclusive owner of the Trade Marks, and any use by the Licensee of the Trade Marks shall not affect the exclusive ownership of the Trade Marks by the Licensor.
7. The Licensee will co-operate with and reasonably assist the Licensor in protecting and defending the Trade Marks, and in the event of any infringement or suspected infringement of the Trade Marks coming to its knowledge shall notify the Licensor in writing. The Licensor shall have the sole right to determine whether any action shall be taken by the Licensor with respect to such infringement.
8. Subject to the Licensee indemnifying the Licensor in respect of all reasonable costs and expenses it may incur in providing assistance to the Licensee, the Licensor agrees and undertakes to provide to the Licensee (at its request) all reasonable assistance with any proceedings which may be brought by or against the Licensee or the Licensor against or by any third party relating to the property and rights licensed under this Agreement.
9. This License will be deemed to commence on 1st February 2012 and may be terminated by either party on ninety (90) days written notice sent by registered/certified mail.

Any disputes under this agreement that cannot first be settled by the parties shall be settled by arbitration in accordance with the applicable rules and procedures of JAMS/Endispute in Los Angeles, California.

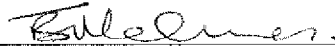
This Agreement is hereby agreed to by and between the undersigned, each of whom represents and warrants that he is the duly authorized representative of his respective party, and that said party has authorized the execution of this Agreement.

Signed for and on behalf of **Whyte and Mackay Limited**

on this 13 day of FEBRUARY 2012



In the presence of



Witness

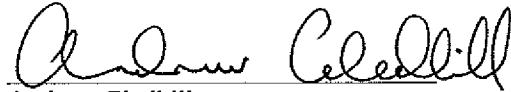
THOMAS MCINNES Full Name

310 ST VINCENT ST Address

GLASGOW G2 5RA

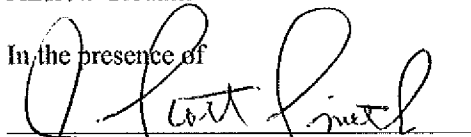
Signed for and on behalf of **Liquidity, Inc.**

on this 3rd day of February, 2012



Andrew Gledhill

In the presence of



Witness

J. Scott Smith Full Name

307 Hill St, #3 Address

Santa Monica, CA 90405, USA

Schedule A

United States Registration

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
PINKY (logo)	3095830	May 23, 2006
PINKY (word mark)	3265585	July 17, 2007
THE WORLD'S MOST BEAUTIFUL VODKA (word mark)	3218093	March 13, 2007

International Registration

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
PINKY (word mark)	787712	September 9, 2002
PINKY (logo)	840684	December 2, 2004

European Union

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
PINKY (logo)	4518833	January 3, 2008

India

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
PINKY (word mark)	1497666	October 23, 2010

Sweden

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
PINKY (logo)	396464	July 4, 2008

China

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
PINKY SCENTED BEAUTY (Chinese transliteration)	6091082	December 28, 2009

Canada

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
PINKY (logo)	728934	November 20, 2008

Mexico

<i>Trademark</i>	<i>Registration No.</i>	<i>Date of Registration</i>
PINKY (logo)	894848	August 17, 2005