

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
White Rock Distilleries, Inc.		05/31/2012	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Jim Beam Brands Co.		
Street Address:	510 Lake Cook Road		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3501111	CALICO JACK	
Registration Number:	4039639	GUMMY	
Registration Number:	4069064	PINNACLE	
Registration Number:	4129314	WHIPPED	
Registration Number:	4126209	WHIP IT GOOD	
Serial Number:	85385355	HAVE YOUR CAKE AND DRINK IT TOO	
Serial Number:	85385358	LIKE IT'S YOUR BIRTHDAY	
Serial Number:	85385357	PARTY LIKE IT'S YOUR BIRTHDAY	
Serial Number:	85532851	THE ORIGINAL WHIPPED	
Serial Number:	85532854	THE ORIGINAL WHIPPED VODKA	
Serial Number:	85108871	GET WHIPPED	
Serial Number:	85421737	ATOMIC HOTS	
Serial Number:	85169968		
CORRESPONDENCE DATA			

900231455

TRADEMARK
REEL: 004845 FRAME: 0583

OP \$340.00 3501111

Fax Number: 2077741127

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

Phone: (207) 774-1200

Email: jkeenan@bssn.com

Correspondent Name: James F. Keenan, Jr.

Address Line 1: 100 Middle Street

Address Line 4: Portland, MAINE 04104

NAME OF SUBMITTER:	James F. Keenan, Jr.
Signature:	/James F. Keenan, Jr./
Date:	08/20/2012
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into as of May 31, 2012 between White Rock Distilleries, Inc., a Maine corporation, having an address of 21 Saratoga Street, Lewiston, Maine 04241 ("Assignor"), and Jim Beam Brands Co., a Delaware corporation, having an address of 510 Lake Cook Road, Deerfield, Illinois 60015 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the marks set forth at Exhibit A (collectively, the "Marks");

WHEREAS, Assignor and Assignee (successor by assignment from WAS Acquisition Inc.) have entered into an Asset Purchase & Sale Agreement, dated as of April 21, 2012 (as may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement"), in which Assignor has agreed to sell and transfer to Assignee all right, title and interest in and to the Marks; and

WHEREAS, Assignor therefore wishes to assign the entire rights, title and interest in and to the Marks and the goodwill associated therewith to Assignee, and Assignee desires to accept the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee, its successors and assigns, any and all of Assignor's right, title and interest in and to the Marks worldwide, together with the ongoing and existing business of Assignor to which the Marks pertain and goodwill associated with the Marks, all registrations and applications for the Marks, including those set forth in Exhibit A, and all common law rights and copyright rights in the Marks, together with all rights and privileges granted and secured thereby, including without limitation, all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable and all rights of action, both statutory and based upon common law, that Assignor has or might have, accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement or other violation of the Marks prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name and receive all damages, payments, costs and fees associated therewith, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

4. In the case of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year set forth above.

ASSIGNOR:

WHITE ROCK DISTILLERIES, INC.

By: 
Name: Paul G. Coulombe
Title: Chief Executive Officer

State of Maine :
County of Cumberland :

Personally appeared before me the above-named Paul Coulombe to me well known, who signed the foregoing Trademark Assignment Agreement on behalf of White Rock Distilleries, Inc. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.


Notary Public

My commission to expire on 6/20/15.

MARY C. RODMON
Notary Public, Maine
My Commission Expires June 20, 2015

ASSIGNEE:

JIM BEAM BRANDS CO.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year set forth above.

ASSIGNOR:

WHITE ROCK DISTILLERIES, INC.

By: _____
Name: _____
Title: _____

State of _____
County of _____

Personally appeared before me the above-named _____, to me well known, who signed the foregoing Trademark Assignment Agreement on behalf of White Rock Distilleries, Inc. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Notary Public

My commission to expire on _____.

ASSIGNEE:

JIM BEAM BRANDS CO.

By: Nicholas J. Pink
Name: Nicholas J. Pink
Title: Senior Vice President & Chief Strategy Officer

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

Trademarks:

Mark	Goods
PINNACLE	Gin

United States Registered Trademarks and Trademark Applications:

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
CALICO JACK	77/323,501	6 Nov 2007	3,501,111	16 Sep 2008
GUMMY	85/129425	14 Sep 2010	4,039,639	11 Oct 2011
PINNACLE	78/166,136	20 Sep 2002	4,069,064	13 Dec 2011
WHIPPED	85/092,410	26 Jul 2010	4,129,314	16 Apr 2012
WHIP IT GOOD	85/092,415	27 Jul 2010	4,126,209	10 Apr 2012
HAVE YOUR CAKE AND DRINK IT TOO	85/385,355	30 Jul 2011		
LIKE IT'S YOUR BIRTHDAY	85/385,358	30 Jul 2011		
PARTY LIKE IT'S YOUR BIRTHDAY	85/385,357	30 Jul 2011		
THE ORIGINAL WHIPPED	85/532,851	3 Feb 2012		
THE ORIGINAL WHIPPED VODKA	85/532,854	3 Feb 2012		
GET WHIPPED	85/108,871	17 Aug 2010		
ATOMIC HOTS	85/421,737	13 Sep 2011		
Pinnacle Bottle Design	85/169,968	5 Nov 2010		

Canadian Registered Trademarks and Trademark Applications:

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
PINNACLE	1509008	22 Dec 2010		

Columbian Community Registered Trademarks and Trademark Applications:

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
PINNACLE			409556	21 Jan 2010

European Community Registered Trademarks and Trademark Applications:

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
PINNACLE			009610015	16 Nov 2011

Panamanian Registered Trademarks and Trademark Applications:

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
PINNACLE			187280	22 Jan 2010