

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
	Theodore T. Truss		12/27/2012
			INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Heaven Hill Distilleries, Inc.		
Street Address:	1064 Loretto Road		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40004		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	0726335	PIKESVILLE MARYLAND STRAIGHT RYE WHISKEY
CORRESPONDENCE DATA			
Fax Number:	5025890309		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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:	019354.29312		
NAME OF SUBMITTER:	Matthew A. Williams		
Signature:	/Matthew A. Williams/		
Date:	12/29/2012		
Total Attachments: 1 source=726335 Assignment#page1.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made, executed, and delivered as of December 27, 2012 by THEODORE T. TRUSS, an individual (“Seller”), to HEAVEN HILL DISTILLERIES, INC., a Kentucky corporation (“Purchaser”).

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement, dated as of December 27, 2012 (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 distilled spirits brand and related mark commonly known as Pikesville Maryland Straight Rye Whiskey, including the Federal trademark registration for this mark, No. 726335 (the “Mark”), 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 Mark, 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 Mark together with the goodwill of the business connected with the use of and symbolized by the Mark and all causes of action arising prior to or after the date hereof for infringement of the Mark or unfair competition regarding the same, subject to the terms and conditions of the Agreement.

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

THEODORE T. TRUSS



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