

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
Osez Vous? International Spirits, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Lighthorse Trademarks, LLC
Street Address:	324 Royal Palm Way, Suite 212
City:	Palm Beach
State/Country:	FLORIDA
Postal Code:	33480
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	85458306	AMERICAN UNION
Serial Number:	85396661	BAUHAUS
Serial Number:	77879489	BEDFORD STUYVESANT
Serial Number:	85458307	BENSONHURST
Serial Number:	85157971	BOUNCE
Serial Number:	85158079	BOUNCE
Serial Number:	85352881	CALIFORNICA
Serial Number:	85501418	CANNED HEAT
Serial Number:	78726850	CASINO
Serial Number:	85110306	CHUCKLES
Serial Number:	78972440	CREME YVETTE
Serial Number:	85009355	DISCO
Serial Number:	85198427	EMPIRE
Serial Number:	85198331	GRINDHOUSE

TRADEMARK

Serial Number:	77788339	HIGH OCTANE
Serial Number:	77911029	HOCHSTADTER'S SLOW AND LOW
Serial Number:	85458298	INDIAN KING
Serial Number:	85009367	J. STRONG
Serial Number:	77854957	LA SUPER RICA
Serial Number:	85308381	LAS PLACAS
Serial Number:	77370522	LEADER
Serial Number:	85198458	LIGHTHORSE
Serial Number:	85322902	LOCK STOCK AND BARREL
Serial Number:	85274447	OLD RELIABLE
Serial Number:	85396692	PENN UNION
Serial Number:	85396710	PHILCO
Serial Number:	77222368	RHINOCHASER
Serial Number:	85110355	RIFLE
Serial Number:	77714583	SLOW AND LOW
Serial Number:	77788356	SLOW AND LOW CANNED HEAT
Serial Number:	85198480	STONED
Serial Number:	77864617	THE HIGHLINE
Serial Number:	85625587	TICONDEROGA
Serial Number:	85269570	UNION LEADER
Serial Number:	85502278	VIM & VIGOR
Serial Number:	85502272	VIM & VIGOR
Serial Number:	85308530	VIM AND VIGOR
Serial Number:	85198472	WOODCOCK'S

CORRESPONDENCE DATA

Fax Number: 8669471121

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

Phone: 5852631000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP

Address Line 1: 1300 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:

58609/800000

NAME OF SUBMITTER:

Kristen M. Walsh

/kristenmwash/

Date:

01/04/2013

Total Attachments: 7

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CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 27th day of December, 2012 (the "Effective Date"), by and between OSEZ VOUS? INTERNATIONAL SPIRITS, LLC ("Assignor"), and LIGHTHORSE TRADEMARKS, LLC ("Assignee"), a Delaware limited liability company.

WITNESSETH:

WHEREAS, Assignor has agreed to contribute, transfer, convey and assign to Assignee, in exchange for one hundred percent (100%) of the issued and outstanding membership interests of Assignee, all of its right, title and interest in and to (i) each of the trademarks specifically set forth in Schedule 1 attached hereto, together with the goodwill of the business symbolized by such trademarks and (ii) all other assets and liabilities of any nature held by Assignor, in each case, which relate solely to any of such trademarks (collectively referred to herein as the "Assigned Marks"); and

WHEREAS, Assignee has agreed to assume the Assigned Marks.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Contribution of Assigned Marks.**

(a) Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, the Assigned Marks, free and clear of any liens, and in exchange therefor Assignee hereby issues to Assignor one hundred percent (100%) of the issued and outstanding membership interests of Assignee.

(b) Assignee hereby assumes and agrees to discharge and perform when due all liabilities and obligations (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due (each, a "Liability")) of Assignor to the extent related to the Assigned Marks (the "Assumed Liabilities").

2. **Representations and Warranties.** Assignor hereby represents and warrants to Assignee as of the date hereof as follows:

(a) Assignor has all necessary corporate power and authority and has taken all corporate action required to enter into and perform this Agreement. This Agreement is a valid and binding obligation of Assignor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). The contribution of the Assigned Marks has been duly authorized by all necessary corporate action on the part of Assignor.

(b) Notwithstanding anything to the contrary contained herein, Assignor shall remain fully and solely liable for any and all taxes of any nature whatsoever relating to, or stemming from, the Assigned Marks, which arise, or are related to, any period through and including the date of this Agreement.

(c) Neither Assignor nor any of its members or affiliates shall hereinafter apply for international, federal, or state or territorial registration of any rights in the Assigned Marks.

(d) Assignor has good and marketable title to or valid licenses in all of the Assigned Marks, free and clear of any liens.

3. **Authorization.** The parties acknowledge and agree that (i) Assignor is hereby authorized to file any and all applications with the United States Patent and Trademark Office which are necessary to give effect to the conveyance of the Assigned Marks, and (ii) Assignee hereby grants to Assignor an irrevocable power of attorney to file such applications.

4. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its provisions concerning conflict or choice of law.

b. **Counterparts; Amendment.** This Agreement may be executed in one or more counterparts which in the aggregate shall comprise one Agreement. This Agreement may be changed only by a written document signed by authorized representatives of each party.

c. **Binding Effect; Entire Agreement.** This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. This Agreement represents the entire agreement between the parties relating to the subject matter hereof and supersedes any prior and contemporaneous written or oral understandings, agreements or representations in connection herewith.

d. **Further Assurances.** Each of Assignor and Assignee agrees that from time to time after the date hereof, it will execute and deliver such further instruments, and take such other action, as may be necessary to carry out the purposes and intents of this Agreement.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Contribution, Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR:

OSEZ VOUS? INTERNATIONAL SPIRITS, LLC

By: _____

Name: Robert J. Cooper
Title: Chief Executive Officer

ASSIGNEE:

LIGHTHORSE TRADEMARKS, LLC

By: OSEZ VOUS? INTERNATIONAL SPIRITS, LLC
its Sole Member

By: _____

Name: Robert J. Cooper
Title: Chief Executive Officer

[Signature Page to Contribution, Assignment and Assumption Agreement (OSV to Lighthouse)]

SCHEDULE 1**Assigned Marks**

Trademark	Country/ Jurisdiction	Appl. No./ Appl. Date	Reg. No./ Reg. Date	Class & Goods
CRÈME YVETTE	Argentina	3.020.088 07/30/2010	2.452.983 08/31/2011	33: Liqueurs
CRÈME YVETTE	Australia	1142004 10/18/2006	1142004 06/07/2007	33: Alcoholic beverages including wines, spirits and liqueurs
LA SUPER RICA	Australia	1134073 09/07/2006	1134073 01/22/2007	33: Alcoholic beverages, namely, distilled liquor, tequila, pre-mixed alcoholic beverages containing tequila and/or distilled liquor
CRÈME YVETTE	Brazil	902.877.909 08/19/2010		33: Liqueurs
CRÈME YVETTE	Canada	1320616 10/18/2006	TMA825,741 06/07/2012	Liqueurs
HOCHSTADTER'S SLOW AND LOW	Canada	1468666 02/05/2010		Alcoholic beverages, namely, whiskey
CRÈME YVETTE	Chile	916.706 08/12/2010	926.010 07/25/2011	33: Liqueurs
CRÈME YVETTE	China P.R.	9096085 01/27/2011		33: Liqueurs
CRÈME YVETTE	Community Trademark	005389391 10/16/2006	005389391 10/04/2007	33: Wines, spirits, liqueurs, alcoholic beverages (except beers)
LA SUPER RICA	Community Trademark	005301288 09/07/2006	005301288 10/18/2007	33: Alcoholic beverages, namely, distilled liquor, tequila, pre-mixed alcoholic beverages containing tequila and/or distilled liquor
LOCK STOCK AND BARREL	Community Trademark	009859158 03/31/2011	009859158 09/19/2011	33: Alcoholic beverages (except beers)
PENN UNION	Community Trademark	006779037 03/25/2008	006779037 12/11/2008	33: Alcoholic beverages (except beers)
RIFLE	Community Trademark	005970694 06/05/2007	005970694 05/08/2008	33: Alcoholic beverages (except beers), in particular distilled spirits, liqueurs
ROCK AND RYE	Community Trademark	005399217 10/18/2006	005399217 10/04/2007	33: Alcoholic beverages (except beers)
SLOW AND LOW	Community Trademark	009859174 03/31/2011	009859174 08/10/2011	33: Alcoholic beverages (except beers)
STEEPING	Community Trademark	005679972 02/12/2007	005679972 05/22/2008	33: Distilled spirits and liqueurs; vodka

Trademark	Country/ Jurisdiction	Appl. No./ Appl. Date	Reg. No./ Reg. Date	Class & Goods
WHISKEY JAR (and Design)	Community Trademark	005680021 02/12/2007	005680021 02/07/2008	33: Alcoholic beverages (except beers); spirits and liqueurs
CRÈME YVETTE	France	1031442 02/02/2010	1031442 02/02/2010	33: Liqueurs
CRÈME YVETTE	Great Britain	2497918 09/17/2008	2497918 01/09/2009	33: Wines, spirits, liqueurs, alcoholic beverages (except beers)
CRÈME YVETTE	Hong Kong	301536660 02/03/2010	301536660 08/04/2010	33: Liqueurs
LOCK STOCK AND BARREL	India	2223913 10/21/2011		33: Alcoholic beverages, except beers
CRÈME YVETTE	International	1031442 02/02/2010	1031442 02/02/2010	33: Liqueurs
HOCHSTADTER'S SLOW AND LOW	International	1031441 02/02/2010	1031441 02/02/2010	33: Alcoholic beverages except beers
LOCK STOCK AND BARREL	International	Not yet assigned Filed with the USPTO on 11/28/2012		33: Alcoholic beverages except beers
CRÈME YVETTE	Japan	2006-096944 10/18/2006	5132069 04/25/2008	33: Japanese liquors, western liquors, alcoholic beverages of fruit, Chinese liquors, flavored tonic liquors, and other alcoholic beverages, except beer
LA SUPER RICA	Japan	2006-083930 09/08/2006	5062763 07/13/2007	33: Distilled beverages, distilled beverages from the state of Jalisco of Mexico, alcoholic beverages with which the distilled beverages from the state of Jalisco of Mexico or other distilled beverages were mixed beforehand and other alcoholic beverages
PENN UNION	Japan	2008-024971 04/01/2008	5171938 10/10/2008	33: Japanese liquors, western liquors, alcoholic beverages of fruit, Chinese liquors, flavored tonic liquors
CRÈME YVETTE	New Zealand	757332 10/18/2006	757332 10/09/2008	33: Alcoholic beverages including wines, spirits and liqueurs
CRÈME YVETTE	Paraguay	32.432 08/13/2010	357263 12/14/2011	33: Liqueurs
CRÈME YVETTE	Singapore	1031442 02/02/2010	1031442 02/02/2010	33: Liqueurs
AMERICAN UNION	United States	85/458,306 10/27/2011		33: Alcoholic beverages except beers

Trademark	Country/ Jurisdiction	Appl. No./ Appl. Date	Reg. No./ Reg. Date	Class & Goods
BAUHAUS	United States	85/396,661 08/12/2011		33: Alcoholic mixed beverages except beers
BEDFORD STUYVESANT	United States	77/879,489 11/24/2009		33: Alcoholic beverages except beers
BENSONHURST	United States	85/458,307 10/27/2011		33: Alcoholic beverages except beers
BOUNCE	United States	85/157,971 10/21/2010		32: Alcoholic beverages except beers
BOUNCE	United States	85/158,079 10/21/2010		32: Beer
CALIFORNICA	United States	85/352,881 06/22/2011		33: Distilled Spirits; Liqueurs; Prepared alcoholic cocktail
CANNED HEAT	United States	85/501,418 12/21/2011		33: Alcoholic beverages except beers
CASINO	United States	78/726,850 10/05/2005	3,738,212 01/12/2010	33: Distilled Spirits
CHUCKLES	United States	85/110,306 08/18/2010		33: Alcoholic beverages except beers
CRÈME YVETTE	United States	78/972,440 09/12/2006	3,855,099 09/28/2010	33: Liqueurs
DISCO	United States	85/009,355 04/08/2010		33: Alcoholic beverages except beers
EMPIRE	United States	85/198,427 12/15/2010		33: Alcoholic beverages except beers
GRINDHOUSE	United States	85/198,331 12/15/2010		33: Alcoholic beverages except beers
HIGH OCTANE	United States	77/788,339 07/23/2009		33: Alcoholic beverages except beers
HOCHSTADTER'S SLOW AND LOW	United States	77/911,029 01/13/2010	4,234,364 10/30/2012	33: Alcoholic beverages except beers
INDIAN KING	United States	85/458,298 10/27/2011		33: Alcoholic beverages except beers
J. STRONG	United States	85/009,367 04/08/2010		33: Alcoholic beverages except beers
LA SUPER RICA	United States	77/854,957 10/22/2009		33: Alcoholic beverages except beers
LAS PLACAS	United States	85/308,381 04/29/2011		33: Alcoholic beverages except beers
LEADER	United States	77/370,522 01/14/2008		33: Distilled Spirits; Liqueurs; Prepared alcoholic cocktail
LIGHTHORSE	United States	85/198,458 12/15/2010		33: Alcoholic beverages except beers
LOCK STOCK AND BARREL	United States	85/322,902 05/17/2011		33: Alcoholic beverages except beers
OLD RELIABLE	United States	85/274,447 03/23/2011		33: Alcoholic beverages except beers
PENN UNION	United States	85/396,692 08/12/2011		33: Alcoholic beverages except beers

Trademark	Country/ Jurisdiction	Appl. No./ Appl. Date	Reg. No./ Reg. Date	Class & Goods
PHILCO	United States	85/396,710 08/12/2011		INTERNATIONAL 33: Alcoholic beverages except beers
RHINOCHASER	United States	77/222,368 07/05/2007		33: Distilled Spirits; Liqueurs; Prepared alcoholic cocktail
RIFLE	United States	85/110,355 08/18/2010		33: Alcoholic beverages except beers
SLOW AND LOW	United States	77/714,583 04/15/2009	4,234,323 10/30/2012	33: Alcoholic beverages except beers
SLOW AND LOW CANNED HEAT	United States	77/788,356 07/23/2009		33: Alcoholic beverages except beers
STONED	United States	85/198,480 12/15/2010		33: Alcoholic beverages except beers
THE HIGHLINE	United States	77/864,617 11/04/2009		33: Spirits and liqueurs
TICONDEROGA	United States	85/625,587 05/15/2012		33: Alcoholic beverages except beers
UNION LEADER	United States	85/269,570 03/17/2011		33: Alcoholic beverages except beers
VIM & VIGOR	United States	85/502,278 12/22/2011		32: Malt liquor
VIM & VIGOR	United States	85/502,272 12/22/2011		32: Energy drinks
VIM AND VIGOR	United States	85/308,530 04/29/2011		33: Alcoholic beverages except beers
WOODCOCK'S	United States	85/198,472 12/15/2010		33: Alcoholic beverages except beers
CRÈME YVETTE	Uruguay	414.810 08/05/2010		33: Liqueurs