

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
Stock Spirits Group USA Inc.		09/30/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Stock Polska SP z.o.o.		
Street Address:	Ul. Franciszka Nullo 2		
City:	Warsaw		
State/Country:	POLAND		
Postal Code:	00-486		
Entity Type:	Spolka z ograniczona odpowiedzialnoscia: POLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3651844	ORZEL	
CORRESPONDENCE DATA			
Fax Number:	7344184279		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	734-418-4278		
Email:	TMdocketing@honigman.com		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	39400 Woodward Avenue		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	218537-334220 STOCK TO PO		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jennifer Sheehan Anderson

Signature:

/Jennifer Sheehan Anderson/

Date:

01/23/2013

Total Attachments: 8

source=No 3 Assignment in favor of Stock Polska Sp zoo#page1.tif
source=No 3 Assignment in favor of Stock Polska Sp zoo#page2.tif
source=No 3 Assignment in favor of Stock Polska Sp zoo#page3.tif
source=No 3 Assignment in favor of Stock Polska Sp zoo#page4.tif
source=No 3 Assignment in favor of Stock Polska Sp zoo#page5.tif
source=No 3 Assignment in favor of Stock Polska Sp zoo#page6.tif
source=No 3 Assignment in favor of Stock Polska Sp zoo#page7.tif
source=No 3 Assignment in favor of Stock Polska Sp zoo#page8.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment"), effective as of September 30, 2012 (the "Effective Date"), by and between Stock Spirits Group USA Inc. (the "Assignor") and Stock Polska SP z.o.o. (the "Assignee"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Stock Purchase Agreement (the "Purchase Agreement"), dated as of August 15, 2012, by and between Stock Spirits Group Limited, Sazerac of Canada Inc. and Sazerac Company, Inc..

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, sell, convey, assign and deliver to the Assignee, and the Assignee has agreed to, acquire and accept from the Assignor, all right, title and interest of the Assignor in, (a) to and under certain trademark registrations and applications as set forth on Schedule A, and (b) to all other Intellectual Property and Know-How (as defined below) of the Assignor related to the Orzel Business (as defined below), including without limitation the Intellectual Property listed on Schedule B (collectively, the "Orzel Transferred Assets"); and

WHEREAS, Assignee has agreed to assume all Liabilities of Assignor relating to the Orzel Transferred Assets, including all Liabilities relating to the Orzel Business (collectively, the "Assumed Liabilities").

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby transfers, sells, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases, acquires and accepts, the Assignor's entire right, title and interest in, to and under the Orzel Transferred Assets, together with the goodwill associated with any of the Orzel Transferred Assets, including without limitation, (1) any rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement or misappropriation and receive all damages, payments, costs and fees associated therewith, and (2) all registrations and applications for such Orzel Transferred Assets. The parties agree and acknowledge that none of the assets of the Business shall be transferred pursuant to this Assignment. For purposes of this Assignment, "Know-How" means all ideas, recipes, formulas, ingredient lists, inventions, designs, manufacturing, operating and other specifications and processes, technical data and information directly related to the development, production, manufacturing, marketing, licensing, distribution and sale of the products sold under the Orzel brand. "Orzel Business" means the development, production, manufacturing, marketing, licensing, distribution and sale of the products sold under the Orzel brand.

2. Assignee hereby accepts the foregoing assignment and assumes all of the Assumed Liabilities, and agrees to duly discharge as and when due all of such Assumed Liabilities.

3. From time to time, and when requested by the Assignee, the Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the Assignee may reasonably deem necessary or desirable to consummate and record this Assignment in any and all jurisdictions throughout the world, including promptly executing and delivering to the Assignee such assignments and other instruments as the Assignee or its counsel may reasonably request as necessary or desirable for such purpose, at the Assignee's sole expense.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties. This Assignment shall become effective on the Effective Date.

5. This Assignment shall be governed by, and construed and enforced in accordance with the internal laws of the State of New York without regard to its choice of law principles (other than Section 5-1401 and 5-1402 of the New York General Obligations Law).

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement.

STOCK SPIRITS GROUP USA INC.
As the Assignor

BY: Francisco Tonarely

NAME: Francisco Tonarely

TITLE: President and CEO

STOCK POLSKA SP Z.O.O.
As the Assignee

BY: _____

NAME: _____

TITLE: _____

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement.

STOCK SPIRITS GROUP USA INC.
As the Assignor

BY: _____

NAME: _____

TITLE: _____

STOCK POLSKA SP Z.O.O.
As the Assignee

BY: *[Signature]*

NAME: C. HERTH

TITLE: C.E.O

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement.

STOCK SPIRITS GROUP USA INC.
As the Assignor

BY: _____

NAME: _____

TITLE: _____

STOCK POLSKA SP Z.O.O.
As the Assignee

BY: Uj

NAME: MICHAŁ WISNIEWSKI

TITLE: CFO

Schedule A

IP overview by full title or mark

for HERITAGE BRANDS, INC.

Type	Country	Appl. No.	Reg. No.
		Appl. Date	Reg. Date
ORZEL			
Word	United States of America	77/259594 8/20/2007	3651844 7/7/2009
Word	European Community (IR)	948408 12/18/2007	948408 12/18/2007
Word	Australia (IR)	948408 12/18/2007	948408 12/18/2007
Word	Brazil	829606475 2/20/2008	
Word	China (IR)	948408 12/18/2007	948408 12/18/2007
Word	India	1654936 2/18/2008	1654936 2/18/2008
Word	Japan (IR)	948408 12/18/2007	948408 12/18/2007
Word	Mexico	915277 2/20/2008	1098116 2/20/2008
Word	Poland	Z-334256 12/18/2007	
Word	Switzerland (IR)	948408 12/18/2007	948408 12/18/2007

IP OVERVIEW BY FULL TITLE OR MARK
for STOCK SPIRITS GROUP USA Inc. (Just Orzel)

ORZEL Label (In Colour)

Device	Italy	RM2011C002367	1456062
		4/12/2011	7/26/2011

Schedule B

None.

MI-415544 v3