

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
Jim Beam Brands Co.		01/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Luxco, Inc.
Street Address:	5050 Kemper Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63139
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	74685494	BELLOWS
Serial Number:	74685495	BELLOWS
Serial Number:	78406640	BELLOWS
Serial Number:	71412624	BELLOWS
Serial Number:	78665743	CALVERT
Serial Number:	71607738	CALVERT
Serial Number:	72175693	CALVERT EXTRA
Serial Number:	71604763	LORD CALVERT
Serial Number:	73000237	LORD CALVERT CANADIAN
Serial Number:	72047769	CANADA HOUSE
Serial Number:	71596148	DARK EYES
Serial Number:	71578242	WOLFSCHMIDT

CORRESPONDENCE DATA

900245758

**TRADEMARK
 REEL: 004953 FRAME: 0618**

OP \$315.00 74685494

Fax Number: 3144801505

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

Phone: 314-480-1500

Email: lori.bowen@huschblackwell.com

Correspondent Name: Alan Nemes

Address Line 1: 190 Carondelet Plaza, Ste 600

Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	456450.35
NAME OF SUBMITTER:	Alan Nemes
Signature:	/alan nemes/
Date:	01/31/2013

Total Attachments: 10

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of January 31, 2013 between Jim Beam Brands Co., a Delaware corporation, having an address of 510 Lake Cook Road, Deerfield, Illinois 60015 ("Assignor"), and Luxco, Inc., a Missouri corporation, having an address of 5050 Kemper Avenue, St. Louis, Missouri 63139 ("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") except as disclosed pursuant to the Asset Purchase Agreement (as defined below);

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of January 18, 2013 (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 as set forth in the Asset Purchase Agreement; and

WHEREAS, Assignor therefore wishes to assign all right, title and interest in and to the Marks as set forth in the Asset Purchase Agreement 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, together with the ongoing and existing business of Assignor to which the Marks pertain and goodwill associated with the Marks, any and all of Assignor's registrations and applications for the Marks, including those set forth in Exhibit A, and any and all of Assignor's common law rights and copyright rights in the Marks, together with all rights and privileges granted and secured thereby, including without limitation, any and all of Assignor's 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. This Assignment has been executed in connection with the Asset Purchase Agreement and is expressly subject to the terms and conditions thereof. 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.

5. This Assignment, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manners and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[signature page follows]

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

ASSIGNOR:

JIM BEAM BRANDS CO.

By: Nicholas Fink
Name: Nicholas Fink
Title: Senior Vice President, Chief Strategy Officer

State of Illinois:
County of Lake:

Personally appeared before me the above-named Nicholas Fink, to me well known, who signed the foregoing Trademark Assignment on behalf of Jim Beam Brands Co. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.



Leslie W. Jensen
Notary Public

My commission to expire on 9-13-2014

ASSIGNEE:

LUXCO, INC.

By: _____
Name: Donn Lux
Title: Chairman and Chief Executive Officer

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

ASSIGNOR:

JIM BEAM BRANDS CO.

By: _____
Name: Nicholas Fink
Title: Senior Vice President, Chief Strategy Officer

State of Illinois:
County of Lake:

Personally appeared before me the above-named Nicholas Fink, to me well known, who signed the foregoing Trademark Assignment on behalf of Jim Beam Brands Co. 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:

LUXCO, INC.

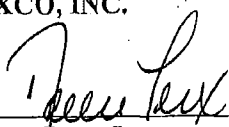

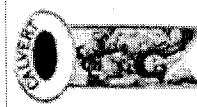

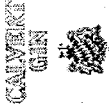





By:  _____
Name: Donn Lux
Title: Chairman and Chief Executive Officer

Exhibit A
to Trademark Assignment
by and between Jim Beam Brands Co. and Luxco, Inc.

Device	Title	Country	Case Status	Owners	Application No.	Application Date	Registration No.	Registration Date	Classes	Goods and Services
	BELLOWS	El Salvador	Registered	Jim Beam Brands Co.		7/25/1988	89 Book 29	12/11/1995	33	ARTICLES OF WINE, SPIRITS AND LIQUEURS
	BELLOWS	United States of America	Registered	Jim Beam Brands Co.	74/685494	6/7/1995	1983944	7/2/1996	33	GIN AND VODKA
	BELLOWS	United States of America	Registered	Jim Beam Brands Co.	74/685495	6/7/1995	2058123	4/29/1997	33	RUM AND TEQUILA
	BELLOWS	United States of America	Registered	Jim Beam Brands Co.	78/406640	4/22/2004	2951697	5/17/2005	33	WHISKEY AND SCOTCH
BELLOWS	BELLOWS (Stylized)	United States of America	Registered	Jim Beam Brands Co.	71/412624	11/12/1938	365723	3/14/1939	33	WHISKEY
	CALVERT DOUBLE DISTILLED	Canada	Registered	Jim Beam Brands Co.	321464	4/11/1969	171994	10/16/1970	0	DISTILLED ALCOHOLIC BEVERAGES
	CANADIAN LORD CALVERT	Canada	Registered	Jim Beam Brands Co.	318951	1/14/1969	166179	11/14/1969	0	DISTILLED ALCOHOLIC BEVERAGES
	CANADIAN LORD CALVERT (Label)	Canada	Registered	Jim Beam Brands Co.	318950	1/14/1969	166177	11/14/1969	0	DISTILLED ALCOHOLIC BEVERAGES
	LORD CALVERT	Canada	Registered	Jim Beam Brands Co.	184319	5/13/1944	UCA20803	5/13/1944	0	SPIRITUOUS LIQUORS
	CALVERT (Design)	Canada	Registered	Jim Beam Brands Co.	0301763	12/29/1966	TMA154298	11/24/1967	0	Premixed cocktails containing distilled alcoholic products

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Device	Title	Country	Case Status	Owners	Application No.	Application Date	Registration No.	Registration Date	Classes	Goods and Services
	CALVERT (Design)	Canada	Registered	Jim Beam Brands Co.	0301764	12/29/1966	TMA153071	9/15/1967	0	Premixed cocktails containing distilled alcoholic products
	CALVERT	Cyprus	Registered	Jim Beam Brands Co.	13598	7/7/1971	B13598	7/7/1971	33	WHISKEY GIN AND COCKTAILS
	CALVERT	Dominican Republic	Registered	Jim Beam Brands Co.			4528	7/11/1940	59	LOCAL CLASS 59 WHISKEY
	CALVERT GIN & Design	Jamaica	Registered	Jim Beam Brands Co.	33/353	7/14/1971	B16312	7/14/1971	33	GIN
	CALVERT	Liberia	Registered	Jim Beam Brands Co.	30894/342		00143/2009	6/22/1949	33	ALCOHOLIC BEVERAGES, ESPECIALLY WHISKEY
	LORD CALVERT	Macao	Registered	Jim Beam Brands Co.	10022M	2/13/1990	10022	12/4/1996	33	WINES, SPIRITS AND LIQUEURS
	CALVERT	Malaysia	Registered	Jim Beam Brands Co.	MA/3657/85	8/16/1985	85003657	8/16/1985	33	WHISKEY, GIN AND COCKTAILS
	CALVERT	Morocco	Registered	Jim Beam Brands Co.	43248	7/25/1989	43248	7/25/1989	33	WHISKEY, GIN AND COCKTAILS
	LORD CALVERT (Stylized)	Morocco	Registered	Jim Beam Brands Co.	42533	3/31/1949	42533	3/31/1949	33	ALCOHOLIC BEVERAGES, LIQUORS AND SPIRITS
	CALVERT	New Zealand	Registered	Jim Beam Brands Co.	98348	9/30/1971	98348	9/30/1971	33	WHISKEY, GIN AND COCKTAILS


Device	Title	Country	Case Status	Owners	Application No.	Application Date	Registration No.	Registration Date	Classes	Goods and Services
	LORD CALVERT	New Zealand	Registered	Jim Beam Brands Co.	100734	6/2/1972	100734	4/24/1974	33	WINES, SPIRITS (BEVERAGES) AND LIQUEURS
	CALVERT	Paraguay	Pending	Jim Beam Brands Co.	37589/2012	8/10/2012			33	ALCOHOLIC BEVERAGES (EXCEPT BEER)
	CALVERT	Switzerland	Registered	Jim Beam Brands Co.	0363311991	5/31/1991	390759	3/20/1992	33	WHISKEY, GIN AND COCKTAILS OF ALL KINDS
	CALVERT	Tunisia	Registered	Jim Beam Brands Co.	84	6/15/1949	EE940411	6/15/1949	33	SPIRITUOUS LIQUORS
	CALVERT	United States of America	Registered	Jim Beam Brands Co.	78/665743	7/7/2005	3104019	6/13/2006	33	ALCOHOLIC BEVERAGES, NAMELY WHISKEY
	CALVERT (Stylized)	United States of America	Registered	Jim Beam Brands Co.	71/607738	12/16/1950	553965	1/22/1952	33	ALCOHOLIC BEVERAGE - NAMELY, WHISKEY AND GIN
	CALVERT EXTRA (Stylized)	United States of America	Registered	Jim Beam Brands Co.	72/175693	8/23/1963	792678	7/13/1965	33	WHISKEY
	LORD CALVERT (Stylized)	United States of America	Registered	Jim Beam Brands Co.	71/604763	10/12/1950	555936	3/11/1952	33	ALCOHOLIC BEVERAGES - NAMELY, WHISKEY
	LORD CALVERT CANADIAN	United States of America	Registered	Jim Beam Brands Co.	73/000237	9/5/1973	1013664	6/17/1975	33	WHISKEY
	CANADA HOUSE (Stylized)	United States of America	Registered	Jim Beam Brands Co.	72/047769	3/14/1958	684527	9/1/1959	33	CANADIAN WHISKEY

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Device	Title	Country	Case Status	Owners	Application No.	Application Date	Registration No.	Registration Date	Classes	Goods and Services
DARK EYES	DARK EYES (Stylized)	United States of America	Registered	Jim Beam Brands Co.	71/596148	4/22/1950	568720	1/6/1953	33	VODKA
	TEMPO	Mexico	Registered	Jim Beam Brands Co.	277369	10/21/1996	535781	10/31/1996	33	ALCOHOLIC LIQUEURS
WOLFSCHMIDT	WOLFSCHMIDT (Stylized)	Canada	Registered	Jim Beam Brands Co.	652900	3/12/1990	383045	4/12/1991	0	DISTILLED ALCOHOLIC BEVERAGES
	WOLFSCHMIDT VODKA (Label)	Canada	Registered	Jim Beam Brands Co.	647617	12/21/1989	379379	2/1/1991	0	DISTILLED ALCOHOLIC BEVERAGES
	WOLFSCHMIDT in Chinese Characters	China	Registered	Jim Beam Brands Co.	5722081	11/14/2006	5722081	9/7/2009	33	ALCOHOLIC BEVERAGES (EXCLUDING BEER); VODKA, WHISKEY, WINES, BRANDIES; RUM; SPIRITS (BEVERAGE); LIQUEUR; ALCOHOLIC EXTRACTS; ALCOHOLIC ESSENCES
	WOLFSCHMIDT	Japan	Registered	Jim Beam Brands Co.	S41-010381	2/28/1966	738257	4/6/1967	33	WESTERN LIQUORS; ALCOHOLIC BEVERAGES OF FRUIT, SPICES OR FLAVORED LIQUORS

Device	Title	Country	Case Status	Owners	Application No.	Application Date	Registration No.	Registration Date	Classes	Goods and Services
	WOLFSCHMIDT	Malaysia	Registered	Jim Beam Brands Co.	MA/3658/85	8/16/1985	85003658	8/16/1985	33	VODKA
	WOLFSCHMIDT VODKA (Label)	United Kingdom	Registered	Jim Beam Brands Co.	763423	3/13/1957	763423	3/13/1957	33	VODKA
	WOLFSCHMIDT (Stylized)	United States of America	Registered	Jim Beam Brands Co.	71/578242	5/4/1949	528822	8/8/1950	33	VODKA
	WOLFSCHMIDT	Iceland	Registered	Jim Beam Brands Co.	376/1966	12/6/1966	201/1967	8/2/1967	33	ALCOHOLIC BEVERAGES, ESPECIALLY VODKA AND KUMMEL
	WOLFSCHMIDT	Malta	Registered	Jim Beam Brands Co.			8886	11/26/1966	33	VODKA AND KUMMEL
	WOLFSCHMIDT	Morocco	Registered	Jim Beam Brands Co.	19666	12/9/1966	38206	12/9/1966	33	ALCOHOLIC BEVERAGES, ESPECIALLY VODKA AND KUMMEL
	WOLFSCHMIDT	New Zealand	Registered	Jim Beam Brands Co.	60082	6/5/1957	B60082	6/5/1957	33	VODKA AND KUMMEL
	WOLFSCHMIDT	Switzerland	Registered	Jim Beam Brands Co.	01141/1986	2/25/1966	346416	2/25/1966	33	VODKA AND KUMMEL
	WOLFSCHMIDT	Trinidad & Tobago	Registered	Jim Beam Brands Co.	B3961	12/9/1966	B3961	12/9/1966	43	LOCAL CLASS 43 ALCOHOLIC BEVERAGES, ESPECIALLY VODKA AND KUMMEL
	WOLFSCHMIDT	United Kingdom	Registered	Jim Beam Brands Co.	513672	6/12/1930	513672	6/12/1930	33	VODKA AND KUMMEL

Device	Title	Country	Case Status	Owners	Application No.	Application Date	Registration No.	Registration Date	Classes	Goods and Services
	KUMMEL WOLFSCHMIDT (Label)	United Kingdom	Registered	Jim Beam Brands Co.	515300	8/12/1930	515300	8/12/1930	33	KUMMEL