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
Revolution Brands, Inc.		03/21/2013	CORPORATION: ILLINOIS

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: 2

Property Type	Number	Word Mark
Serial Number:	77758725	FOUR REBELS
Serial Number:	77758705	4 REBELS

CORRESPONDENCE DATA

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: pto-sl@huschblackwell.com

Correspondent Name: Alan S. Nemes
Address Line 1: Husch Blackwell LLP

Address Line 2: 190 Carondelet Plaza, Suite 600
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	713062
NAME OF SUBMITTER:	Alan S. Nemes
Signature:	/Alan S. Nemes/

900250911 REEL: 004994 FRAME: 0566

77758775

CH \$65,00

Date:	03/29/2013
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

TRADEMARK REEL: 004994 FRAME: 0567

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into as of Mach 21, 2013, by and among Revolution Brands, Inc., an Illinois corporation, having an address at P.O. Box 14087 Chicago IL 60614 ("Assignor"), and Luxco, Inc., a Missouri Corporation, having an address at 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 out below:

	Mark	Ser. No.	Goods
	FOUR REBELS	77-758725	(Int'l Class: 33) Vodka
-	4 REBELS	77-758705	(Int'l Class: 33) Vodka

(the "Marks")

WHEREAS, Assignor and Assignee have entered into a settlement agreement, dated contemporaneously herewith ("Agreement"), in which Assignor has agreed to transfer title in and to the Marks to Assignee;

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 assume the Marks and the goodwill associated therewith;

WHEREAS, Assignee is the successor to the portion of Assignor's business to which the Marks pertain.

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 transfers and assigns to Assignee (a) its entire right, title and interest in and to the Marks, together with the goodwill associated therewith, including without limitation the right to sue for past infringement and all registrations and applications therefor, including U.S. Application Numbers 77-758725 and 77-758705; and (b) Assignor's business to which the Marks pertain, such business being ongoing and existing as of the date of this Assignment.
- 2. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year above.

ASSIGNOR:	ASSIGNEE:
Revolution Brands, Inc.	Luxeo, Inc.
By:	By: Leve full
Name:	Name: Donal Lux
Title:	Title: CHAIRMANY CEO

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SLC-6808716-7

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WHEREAS, Assignor is the owner of the entire right, title and interest in and to the marks set out below:

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4 REBELS	77-758705	(Int'l Class: 33) Vodka

(the "Marks")

WHEREAS, Assignor and Assignee have entered into a settlement agreement, dated contemporaneously herewith ("Agreement"), in which Assignor has agreed to transfer title in and to the Marks to Assignee;

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 assume the Marks and the goodwill associated therewith;

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- 1. Assignor hereby transfers and assigns to Assignee (a) its entire right, title and interest in and to the Marks, together with the goodwill associated therewith, including without limitation the right to sue for past infringement and all registrations and applications therefor, including U.S. Application Numbers 77-758725 and 77-758705; and (b) Assignor's business to which the Marks pertain, such business being ongoing and existing as of the date of this Assignment.
- 2. This Assignment shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year above.

ASSIGNOR:	ASSIGNEE:
Revolution Brands, Inc.	Luxco, Inc.
By May Lotel	By:
Name: Marga K Sanchez	Name:
Title: <u>President</u>	Title:

SLC-6808716-7

RECORDED: 03/29/2013

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TRADEMARK REEL: 004994 FRAME: 0569