

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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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.		06/13/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	F.lli Galli, Camis & Stock AG
Street Address:	c/o Stock Spirits Group Services AG
Internal Address:	Rigistrasse 3
City:	Zug, 6301
State/Country:	SWITZERLAND
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1272086	BORA
Registration Number:	1032481	MOREL
Registration Number:	1455669	STOCK MAKES IT PERFECTLY CLEAR
Registration Number:	0692918	STOCK
Registration Number:	1111905	AMARETTO DELL'ORSO
Registration Number:	1087806	JULIA
Registration Number:	3395478	LIMONRITA
Registration Number:	0970324	ROIANO
Registration Number:	2630029	STOCK
Registration Number:	0701094	STOCK

CORRESPONDENCE DATA

Fax Number: 7344184279  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 734-418-4278  
Email: tmdocketing@honigman.com  
Correspondent Name: Jennifer Sheehan Anderson  
Address Line 1: Honigman Miller Schwartz and Cohn LLP  
Address Line 2: 39400 Woodward Avenue, Suite 101  
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:

218537-334225

**DOMESTIC REPRESENTATIVE**

Name: Jennifer Sheehan Anderson  
Address Line 1: Honigman Miller Schwartz and Cohn LLP  
Address Line 2: 39400 Woodward Avenue, Suite 101  
Address Line 4: Bloomfield Hills, MICHIGAN 48304

NAME OF SUBMITTER:

Jennifer Sheehan Anderson

Signature:

/Jennifer Sheehan Anderson/

Date:

07/26/2013

**Total Attachments: 12**

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## 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 F.lli Galli, Camis & Stock AG (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, the Transferred Assets (other than the Orzel assets set forth on Schedule A), including all right, title and interest of the Assignor in, (a) to and under certain trademark registrations and applications as set forth on Schedule B, and (b) to all other Intellectual Property and Know-How (as defined below) of the Assignor not related to the Business or the Orzel Business (as defined below), including without limitation the Intellectual Property listed on Schedule C (collectively, the "Galli Transferred Assets"); and

WHEREAS, Assignee has agreed to assume all Liabilities of Assignor relating to the Galli Transferred Assets, including all Liabilities relating to a business other than (a) the Business or (b) 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 Galli Transferred Assets, together with the goodwill associated with any of the Galli 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 Galli Transferred Assets. 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 not sold under the Gran Gala brand or 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: C. Heath

NAME: CHRIS HEATH

TITLE: CEO

ELLI GALLICAMIN & STOCK AG  
As the Assignee

BY: [Signature]

NAME: EMILIA GOMEZ DE BONILLA

TITLE: GENERAL COUNSEL  
CORPORATE SECRETARY

The undersigned notary, Emile SCHLESSEER, residing in Luxembourg, hereby certifies true the signatures of Mr. Christopher HEATH and Mrs. Maria Elisa GOMEZ DE BONILLA, Luxembourg, on the 13th day of June 2013.



Schedule A

IP overview by full title or mark  
for HERITAGE BRANDS, INC.

Type	Country	Appl. No.	Reg. No.
		Appl. Date	Reg. Date
<b>ORZEL</b>			
Word	United States of America	77259594 8/30/2007	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	829608475 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	1058116 2/20/2008
Word	Poland	2-334256 12/18/2007	
Word	Switzerland (IR)	948408 12/18/2007	948408 12/18/2007

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**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	7/25/2011

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2011-12-31 08

Schedule B

IP overview by full title or mark  
for DISTILLERIE STOCK U.S.A. LTD

Type	Country	Appl. No.	Reg. No.
		Appl. Date	Reg. Date
<b>BORA</b>			
Word	United States of America	73/394871 9/30/1982	1272086 3/27/1984
<b>CHERRISTOCK</b>			
Word	Brazil	006747264 4/28/1977	006747264 6/25/1978
<b>DELL'ORSO</b>			
Word	Brazil	790041596 2/15/1979	790041596 12/27/1983
<b>DELL'ORSO STOCK Label</b>			
Device	Brazil	790002590 1/2/1979	790002590 2/22/1983
<b>FERNET STOCK Label</b>			
Device	Argentina	2605876 7/21/2005	2124428 11/1/2008
<b>GRAN DERBY</b>			
Word	United States of America	76/602836 7/19/2004	3151339 10/3/2006
<b>GRAPPA JULIA</b>			
Word	Brazil	006551971 4/26/1976	006551971 5/10/1977
<b>JULIA</b>			
Word	Australia	288701 7/10/1975	288701 7/10/1975
Word	New Zealand	112695 8/11/1975	112695 10/10/1977
Word	New Zealand	112695 6/11/1975	112695 10/10/1977
<b>KEGLEVICH</b>			

SI-616342-01



Device	Bahamas	15922 7/16/1993	15922 9/15/1993
Word	Brazil	824341872 1/29/2002	824341872 4/24/2007
Word	Canada	346888 10/8/1971	TMA189975 4/6/1973
Word	Colombia	244373 5/8/1985	121273 4/3/1988
Word	Colombia	2443745/8/1985	1211974/3/1988
Word	Curaçao	0350 7/29/1993	3707 7/29/1993
Word	Ecuador	N/A 2/3/1982	961/82 5/20/1982
Word	Mexico	887413 2/7/2003	818816 12/11/2003
Word	Peru	114800 12/29/1986	70129 8/28/1987
Word	Saint Lucia	TM/1993/000239 10/29/1993	TM/1993/000239 2/16/1994
Word	Sint Maarten	0350 7/29/1993	3707 7/29/1993
Word	Virgin Islands (British)	4679 5/11/2007	4679 5/11/2007

**KEGLEVICH**

Word	Antigua & Barbuda	3592 10/30/1993	3592 10/30/1993
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**KEGLEVICH CROWN VODKA Label**

Device	Australia	151948 12/12/1998	151948 12/12/1998
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**MARK ONE**

Word	Ecuador	1390 6/21/1983	2713/84 2/9/1984
Word	Paraguay	17254 10/13/1993	169354 8/28/1994
Word	Peru	114801 12/29/1986	86904 4/28/1987

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MOREL

Word	United States of America	73/047641 3/25/1975	1032481 2/3/1976
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STOCK

Word	Antigua & Barbuda	1065 4/18/1975	1885 4/18/1975
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Word	Australia	199562 1/7/1966	199562 1/7/1966
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Word	Brazil	007008082 8/13/1979	007008082 10/25/1979
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Word	Canada	453409 5/8/1980	TMA321580 12/12/1986
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Word	Canada	344553 5/8/1969	TMA167477 1/23/1970
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Word	Chile	460214 3/3/1966	460214 3/3/1966
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Word	Colombia	150759 3/21/1975	89180 4/13/1977
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Word	Curaçao	N/A 3/19/1975	3706 3/19/1975
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Word	Mexico	731252 7/29/2005	944159 7/25/2005
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Word	New Zealand	140004 12/8/1981	140004 12/8/1981
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Word	Papua New Guinea	45575R 10/17/1980	45575R 9/15/1985
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Word	Paraguay	17257 10/13/1983	270591 5/8/1994
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Word	Saint Lucia	23/1975 3/4/1975	23/1975 6/19/1975
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Word	Sint Maarten	N/A 3/19/1975	3706 3/19/1975
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Word	Uruguay	84914 9/28/1948	338609 4/30/1949
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Word	Venezuela	N/A 10/24/1949	21568 10/24/1949
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Word	Virgin Islands (Bruck)	1547 3/15/1975	1547 3/18/1975
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STOCK '84

Word	Australia	162806 10/11/1960	162900 10/11/1960
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Word	Brazil	200014706 11/20/1971	200014706 7/25/1980
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Word	Brazil	007188560 11/20/1971	007188560 7/25/1980
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STOCK '84 BRANDY GRAN RISERVA Label

Device	Australia	161086 7/7/1960	161086 7/7/1960
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STOCK '84 BRANDY GRAN RISERVA Label (2)

Device	New Zealand	67384 10/26/1960	67384 10/26/1960
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STOCK CREME DE MENTHE Label

Device	Brazil	007098243 1/2/1979	007098243 3/25/1980
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STOCK Label

Device	Brazil	007098871 1/2/1979	007098871 3/25/1980
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STOCK Logo

Device	United States of America	72/047345 3/18/1958	692918 2/9/1960
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Device	Argentina	2544942 5/30/2004	2084733 5/10/2005
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Device	Bolivia	N/A 3/25/1977	71851-A 11/25/1977
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Device	Ecuador	N/A 3/7/1975	31776 4/2/1976
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Device	El Salvador	N/A 6/4/1975	74 Book 11 1/23/1986
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Device	Panama	785 7/28/1975	20321 2/13/1976
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Device	Puerto Rico	19826 7/22/1975	19826 1/12/1976
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Device	Puerto Rico	19827 7/22/1975	19827 1/12/1976
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**STOCK MAKES IT PERFECTLY CLEAR**

Word	United States of America	73/545394 2/18/1987	1453559 9/1/1987
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**STOCK SINCE 1884 Label**

Device	Australia	150060 8/5/1958	150060 8/5/1958
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**STOCK VERMOUTH Label**

Device	Brazil	007098294 1/2/1979	007098294 3/25/1980
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**IP overview by full title or mark**

for STOCK SPIRITS GROUP USA Inc (Other than Orzel)

Type	Country	Appl. No.	Reg. No.
		Appl. Date	Reg. Date

**AMARETTO DELL'ORSO Logo**

Device	United States of America	73/112909 1/24/1977	1111905 1/23/1979
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**JULIA**

Word	United States of America	73/107149 11/15/1976	1087806 3/21/1978
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**LIMONRITA**

Word	United States of America	77/059817 12/8/2006	3095478 3/1/2008
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**ROIANO**

Word	United States of America	72/426484 6/6/1973	970324 10/9/1973
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**STOCK**

Word	United States of America	76086254 7/11/2000	2630029 10/8/2002
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**STOCK Logo**

Device	United States of America	72045999 2/17/1958	0701094 7/12/1960
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domain name: stockyintusa.com

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Schedule C

None.

88-814342 v3