

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
750 ML, LLC		07/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Heaven Hill Distilleries, Inc.		
Street Address:	1064 Loretto Road		
City:	Bardstown		
State/Country:	KENTUCKY		
Postal Code:	40004		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85820915	CANTON BREEZE	
Registration Number:	1376192	CANTON	
Registration Number:	3303036		
Registration Number:	3891726	DOMAINE DE CANTON	
Registration Number:	4403594	GINGER EXTRAORDINAIRE	
Registration Number:	3478372	THE WORLD'S ORIGINAL GINGER LIQUEUR	
CORRESPONDENCE DATA			
Fax Number:	5025890309		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(502) 562-7378		
Email:	lminton@wyattfirm.com		
Correspondent Name:	Matthew A. Williams		
Address Line 1:	500 West Jefferson Street, Suite 2800		
Address Line 2:	Wyatt, Tarrant & Combs, LLP		
Address Line 4:	Louisville, KENTUCKY 40202-2898		
ATTORNEY DOCKET NUMBER:	019354.029312		
NAME OF SUBMITTER:	Matthew A. Williams		
SIGNATURE:	/Matthew A. Williams/		

CH \$165.00 85820915

DATE SIGNED:	10/07/2014
Total Attachments: 2 source=Canton - Assignment#page1.tif source=Canton - Assignment#page2.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (“**Assignment**”) is made, executed, and delivered as of July 7, 2014 by 750 ML, LLC, a Delaware limited liability company (“**Seller**”), to Heaven Hill Distilleries, Inc., a Kentucky corporation (“**Purchaser**”).

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement, dated as of July 7, 2014 (the “**Agreement**”), pursuant to which Seller agreed, among other things, to sell, convey, assign, transfer, and deliver to Purchaser all of Seller’s right, title, and interest in and to trademarks and registrations thereof in the United States listed on Exhibit A hereto (the “**Trademarks**”), all as more particularly described in the Agreement, for consideration in the amount, and on the terms and conditions, provided in the Agreement; and

WHEREAS, Purchaser and Seller now desire to carry out the intent and purpose of the Agreement by Seller’s execution and delivery of this instrument evidencing the sale, conveyance, assignment, transfer, and delivery by Seller to Purchaser of all of Seller’s right, title, and interest in and to the Trademarks, including the registrations listed on Exhibit A hereto and the entire business or portion thereof to which the mark that is the subject of pending application Serial Number 85/820,915 pertains as required by 15 USC §1060, all subject to the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration to Seller, the receipt and adequacy of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers, and delivers unto Purchaser and its successors and assigns any and all of Seller’s right, title, and interest in and to the Trademarks together with the goodwill of the business connected with the use of and symbolized by the Trademarks and all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

From time to time after the Closing Date, each of the Parties shall promptly execute, acknowledge, and deliver any other assurances or documents reasonably requested by the other Party and necessary for such other Party to satisfy its obligations hereunder or to obtain the benefits of the Transaction at no additional material unreimbursed cost to such other Party.

IN WITNESS WHEREOF, this ASSIGNMENT OF TRADEMARKS has been duly executed and delivered on behalf of Seller as of the date first written above.

750 ML, LLC



John A. Cooper, Managing Member

TRADEMARKS

Canton	73536241 Reg. No. 1376192	5/6/1985 Reg. Date 12/17/1985	Liqueur
Canton Breeze	85820915	1/11/2013	Alcoholic beverages except beers
Bottle Design	76387654 Reg. No. 3303036	3/27/2002 Reg. Date 10/2/2007	Liqueur
Domaine de Canton	77542636 Reg. No. 3891726	8/8/2008 Reg. Date 2/21/2010	Liqueurs
Ginger Extraordinaire	77884153 Reg. No. 4403594	12/2/2009 Reg. Date 9/17/2013	Alcoholic beverages except beers
The World's Original Ginger Liqueur	77123232 Reg. No. 3478372	3/6/2007 Reg. Date 7/29/2008	Liqueurs