

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pernod Ricard USA, LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PERNOD RICARD KENWOOD HOLDING LLC		
Street Address:	9592 SONOMA HIGHWAY		
City:	KENWOOD		
State/Country:	CALIFORNIA		
Postal Code:	95452		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2231527	KENWOOD	
Registration Number:	2633177	SONOMA COUNTY IN A GLASS	
Registration Number:	2075213	YULUPA	
CORRESPONDENCE DATA			
Fax Number:	2156892410		
<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:	215-979-1282		
Email:	Lfgould@duanemorris.com		
Correspondent Name:	Lewis F. Gould, Jr.		
Address Line 1:	30 South 17th Street		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	E5487-00087		
NAME OF SUBMITTER:	LEWIS F. GOULD, JR.		
SIGNATURE:	/lfg/		
DATE SIGNED:	06/16/2015		
Total Attachments: 4			
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GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

This GENERAL INTELLECTUAL PROPERTY ASSIGNMENT, dated as of December 31, 2014 (the "Assignment"), is made by and between PERNOD RICARD USA, LLC, a Delaware limited liability company ("Assignor" or "Seller"), and PERNOD RICARD KENWOOD HOLDING LLC, a Delaware limited liability company ("Assignee" or "Buyer").

WHEREAS, Assignor and Assignee have entered into that certain contribution agreement, dated as of December 31, 2014 (as amended, modified or supplemented from time to time in accordance with its terms, the "Contribution Agreement"), pursuant to which Buyer agreed to purchase from Seller and Seller agreed to sell, assign and transfer to Buyer, the Assets, and Buyer agreed to assume from Seller and Seller agreed to assign and transfer to Buyer, the Liabilities (capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Contribution Agreement);

WHEREAS, pursuant to Section 1 of the Contribution Agreement, Seller has assigned, among other things, its rights, interests and obligations under the Contribution Agreement with respect to the intellectual property related to the Kenwood brand (the "Owned Business Acquired Intellectual Property") to Assignee; and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Owned Business Acquired Intellectual Property, together with the goodwill of the business symbolized by the Owned Business Acquired Intellectual Property; and

WHEREAS, Assignee is the successor to the business, which is ongoing, to which the Owned Business Acquired Intellectual Property pertains.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, convey, assign, transfer and deliver to Assignee all of the right, title and interest of Assignor in and to the Owned Business Acquired Intellectual Property which includes without limitation the following: (i) all foreign, federal, state, local, statutory and common law and other rights therein, the exclusive right to apply for and maintain all registrations and applications for registrations thereof (and all extensions and renewals of such registrations and applications), and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, except for permitted liens; (ii) all of the rights of priority therein in any jurisdiction as may now or hereafter be granted to Assignor and/or its affiliates by applicable Law; (iii) all benefits, privileges, causes of action and remedies relating to the foregoing, whether before or hereafter accrued; (iv) all of the rights, interests, claims and demands recoverable in law or equity that Assignor and/or affiliates have or may

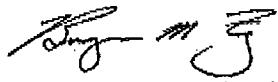
have in profits and damages for past, present and future infringements, violations or misappropriations of the Owned Business Acquired Intellectual Property, including but not limited to the right to compromise, sue for and collect such profits and damages; and (v) all other rights and interests arising out of or related to the owned Business Acquired Intellectual Property; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor and/or its affiliates if this Assignment had not been made.

This Assignment shall be governed by, and construed and enforced in accordance with, with respect to each item of Owned Business Acquired Intellectual Property, the Laws of the jurisdiction under which such item of Owned Business Acquired Intellectual Property arises for intellectual property issues, and for all other matters, the Laws of the State of New York (without given effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of laws of any other jurisdiction), including but not limited to matters of validity, construction, effect, performance and remedies.


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IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed by its duly authorized officer, in each case as of the date first written above.

PERNOD RICARD USA, LLC

By: 
Name: Brian Fry
Title: President and CEO

PERNOD RICARD KENWOOD HOLDING LLC

By: 
Name: Brian Chevlin
Title: Sr. Vice President and Secretary

KENWOOD - IP RIGHTS ASSIGNED

Trademark	Filing / Registration No.	Current Status	Filing / Registration Date	Country
KENWOOD & device	201413987	Registration	27-Nov-14	Norway
KENWOOD (word)	1631780	Office action	2-Jul-14	Australia
KENWOOD (word)	53737	Publication of application	8-Jul-14	Bermuda
KENWOOD (word)	907934714	Publication of application	7-Jul-14	Brazil
KENWOOD (word)	150398300 / TMA843674	Registration	16-Nov-10 / 18-Fev-13	Canada
KENWOOD (word)	57740/2014	Response to office action/Refusal	2-Jul-14	Switzerland
KENWOOD (word)	2014-005770	Publication of application	8-Jul-14	Costa Rica
KENWOOD (word)	12813151	Registration	28-Apr-14 / 03-Sep-14	European Union
KENWOOD (word)	40-2010-0058883 / 40-887132	Registration	16-Nov-10 / 26-Oct-11	South Korea / Republic of Korea
KENWOOD (word)	1502572 / 1495438	Registration	03-Jul-14 / 13-Nov-14	Mexico
KENWOOD (word)	100618	Registration	2-Jul-14	New Zealand
KENWOOD (word)	2014722235	Filing	3-Jul-14	Russian Federation
KENWOOD (word)	75316431 / 2231527	Renewal	27-Jun-97 / 16-Mar-1999	United States Of America
SONOMA COUNTY IN A GLASS	76256020 / 2633177	Renewal	10-May-01 / 08-Oct-02	United States Of America
YULUPA	75047794 / 2075213	Renewal	22-Jan-96 / 01-Jul-97	United States Of America

Transfer of Kenwood Operations