

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351487

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Majestic Distilling Company, LLC		02/28/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sazerac Brands, LLC
Street Address:	10400 Linn Station Rd., Suite 300
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40223
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4695693	BLACK WATCH
Registration Number:	1420371	BENTLEY'S
Registration Number:	0801466	BLACK WATCH
Registration Number:	1846909	BLACK WATCH
Registration Number:	0792352	CLUB 400
Registration Number:	1887393	CANADIAN LAKE
Registration Number:	0802831	CANADIAN LEAF
Registration Number:	0801465	CANADIAN PEAK
Registration Number:	1943893	HIGHLANDER AND LORD
Registration Number:	0801463	LORD BALTIMORE
Registration Number:	1890103	MAJESTIC ROYALE
Registration Number:	1887392	MAJESTIC VALLEY
Registration Number:	2245260	ODESSE
Registration Number:	1986638	PORT ROYAL
Registration Number:	1887391	RIKALOFF
Registration Number:	1426785	RIKALOFF
Registration Number:	0927873	RIKALOFF
Registration Number:	0801464	SCOTCH ISLAND
Registration Number:	1945439	SEAFARER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0794552	SETTER
Registration Number:	1885645	TOPAZ
Registration Number:	0852889	TRAVELERS CLUB
Registration Number:	0927874	ZELKO

CORRESPONDENCE DATA

Fax Number: 2028427899

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.

Phone: 2028427800

Email: mobleysg@cooley.com

Correspondent Name: Susan Christoff, Cooley LLP

Address Line 1: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	304566-124
NAME OF SUBMITTER:	Susan Mobley
SIGNATURE:	/Susan Mobley/
DATE SIGNED:	08/14/2015

Total Attachments: 6

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CONTRIBUTION AGREEMENT

This Contribution Agreement (the "*Agreement*") is entered into as of February 28, 2015 at 8:00 a.m. (the "*Effective Time*"), by and between MAJESTIC DISTILLING COMPANY, LLC, a Delaware limited liability company ("*Majestic*"), and SAZERAC BRANDS, LLC, a Delaware limited liability company ("*Brandco*"). Majestic and Brandco are referred to in this Agreement individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Majestic and Brandco are subsidiaries of Sazerac Company, Inc.; and

WHEREAS, Majestic desires to transfer and contribute the Assets (as defined below) to Brandco and Brandco desires to accept the transfer and contribution of the Assets, on the terms and conditions set forth below (the "*Contribution*").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions.

(a) "*Intellectual Property*" shall mean logos, and marks (including brand names, product names, logos, and slogans), inventions (whether or not patentable), know-how, methods, processes, proprietary information, user interfaces, technical and user documentation, URLs, web sites, works of authorship and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

(b) "*Intellectual Property Rights*" shall mean all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial property rights; (v) other proprietary rights in Intellectual Property; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) above.

2. Contribution of Assets and Related Transactions.

(a) **Contribution of Assets.** Subject to the terms and conditions of this Agreement, upon Brandco's delivery to Majestic of \$1.00, Majestic hereby transfers, contributes, conveys, assigns, quit-claims, delegates and delivers to Brandco, its successors and assigns, to have and to hold forever, all of Majestic's right, title and interest in and to the following assets, properties and rights (collectively, the "*Assets*"):

(i) the Intellectual Property and Intellectual Property Rights owned by Majestic identified on EXHIBIT A hereto; and

(ii) all rights, privileges, claims and causes of action (regardless of whether or not such claims or causes of action have been asserted by Majestic) relating to the ownership, performance or use of any of the foregoing.

(b) **Assumption of Liabilities.** Brandco hereby assumes and undertakes to pay, satisfy and discharge any and all debts, obligations, duties and liabilities of any nature (each, a "*Liability*" and collectively, the "*Liabilities*") of any kind, character or nature whatsoever (whether known or unknown, accrued, absolute, contingent, determined, determinable or otherwise) relating specifically to the Assets (the "*Assumed Liabilities*"). For the avoidance of doubt, any Liabilities of Majestic not relating specifically to the Assets shall not be assumed by Brandco.

(c) **Retained Assets.** Majestic hereby retains and shall not contribute, assign, convey or otherwise transfer to Brandco, and the Assets will not be deemed to include, any assets, properties or rights or any right, title or interest in or to any of the assets, properties or rights that are not included in the Assets.

3. **Sales and Transfer Taxes.** Majestic will bear and pay, and will reimburse Brandco for, any sales taxes, use taxes, transfer taxes, documentary charges, recording fees, filing fees or similar taxes, charges, fees or expenses that may become payable in connection with the transfer of the Assets to Brandco and the assumption by Brandco of the Assumed Liabilities.

4. **Closing.** The closing of the transaction set forth in this Agreement (the "*Closing*") will take place at the offices of Cooley LLP, 4401 Eastgate Mall, San Diego, California 92121, immediately following the execution of this Agreement or as mutually agreed upon by Majestic and Brandco. For purposes of this Agreement, the "*Closing Date*" means the date on which the Closing actually takes place.

5. **Representations and Warranties.**

(a) Majestic represents and warrants to Brandco as follows:

(i) Majestic is duly organized, validly existing and in good standing under the laws of the State of Louisiana and has all necessary corporate power to perform its obligations under this Agreement.

(ii) The execution, delivery and performance of this Agreement on behalf of Majestic has been duly authorized by all necessary action on the part of Majestic and its board of directors and sole stockholder.

(iii) This Agreement and each other agreement entered into in connection with the Closing to which Majestic is a party has been duly and validly executed and delivered by Majestic and, when executed and delivered by Brandco, as applicable, shall constitute a legal, valid and binding obligation of Majestic, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and as the remedy of specific performance and

injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of a court of competent jurisdiction before which any proceeding may be brought.

(iv) Except for any encumbrances on the Assets in connection with that certain Credit Agreement, dated as of November 18, 2011 between the Company, Wells Fargo Bank, National Association, and the other lenders from time to time party thereto, Majestic owns, and has good and valid title to, all of the Assets, free and clear of any liens and encumbrances.

(b) Brandco represents and warrants to Majestic as follows:

(i) Brandco is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all necessary corporate power to perform its obligations under this Agreement.

(ii) The execution, delivery and performance of this Agreement on behalf of Brandco has been duly authorized by all necessary action on the part of Brandco and its board of directors and sole stockholder.

(iii) This Agreement and each other agreement entered into in connection with the Closing to which Brandco is a party has been duly and validly executed and delivered by Brandco and, when executed and delivered by Majestic, as applicable, shall constitute a legal, valid and binding obligation of Brandco, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and as the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of a court of competent jurisdiction before which any proceeding may be brought.

(c) EXCEPT AS PROVIDED IN SECTION 5(a) AND (b), NEITHER MAJESTIC NOR BRANDCO MAKES ANY REPRESENTATIONS OR WARRANTIES HEREUNDER AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

6. **Further Assurances.** Each Party shall execute and cause to be delivered to the other Party such instruments and other documents, and shall take such other actions, as such other Party shall reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement. In furtherance of the foregoing, the Parties agree that if, after the Closing, either Party holds assets, properties or rights which were intended to be transferred and contributed to, or retained by, the other Party, but were not so transferred or contributed, such Party shall, at its expense, promptly transfer and contribute or cause to be assigned and contributed such assets, properties and rights to the other Party, and the Parties agree that the transferring Party will hold such assets, properties and rights as trustee of the transferee Party and all income and risk of loss of the transferred assets, properties and rights shall be for the account of the intended owner.

7. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Delaware without giving effect to principles of conflicts of laws.

(b) **Entire Agreement.** This Agreement, including the exhibits hereto, constitute the full and entire understanding and agreement between the Parties with regard to the subject hereof and no Party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

(c) **Severability.** In the event that any provision of this Agreement, or the application of any such provision to any person or entity or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to such person or entity or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

(d) **Notices.** Any notice or other communication required or permitted to be delivered to a Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by confirmed facsimile) to such address or facsimile telephone number as such Party shall have specified to the other Party.

(e) **Titles and Subtitles.** The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(f) **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties and their respective successors and assigns.

(g) **Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Parties hereto.

(h) **Waiver.** No failure on the part of any person or entity to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any person or entity in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, including counterparts executed by facsimile or electronic (i.e., PDF) transmission, each of which shall be an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Contribution Agreement to be duly executed as of the Effective Date.

MAJESTIC DISTILLING COMPANY, LLC

By: *Paul Page*
Name: PAUL PAGE
Title: Treasurer

Address: 10400 Linn Station Rd.
Suite 300
Louisville, Kentucky 40223

SAZERAC BRANDS, LLC

By: *Paul Page*
Name: PAUL PAGE
Title: Treasurer

Address: 10400 Linn Station Rd.
Suite 300
Louisville, Kentucky 40223

[Signature Page to Contribution Agreement]

TRADEMARK
REEL: 005599 FRAME: 0875

EXHIBIT A

Intellectual Property

Owner	Title/Mark	Country	Local Classes	Case Status
Majestic Distilling Company, Inc.	BENTLEYS	United States of America	33	Let Lapse
Majestic Distilling Company, Inc.	BENTLEYS	United States of America	33	Registered
Majestic Distilling Company, Inc.	BLACK WATCH	United States of America	33	Registered
Majestic Distilling Company, Inc.	BLACK WATCH	United States of America	33	Registered
Majestic Distilling Company, Inc.	BLACK WATCH	United States of America	33	Published
Majestic Distilling Company, Inc.	CANADIAN LAKE	United States of America	33	Registered
Majestic Distilling Company, Inc.	CANADIAN LEAF	United States of America	33	Registered
Majestic Distilling Company, Inc.	CANADIAN PEAK	United States of America	33	Registered
Majestic Distilling Company, Inc.	CLUB 480	United States of America	33	Registered
Majestic Distilling Company, Inc.	GREAT BOURBON EXPERIENCE	Canada		Allowed
Majestic Distilling Company, Inc.	HIGHLANDER AND LORD	United States of America	33	Registered
Majestic Distilling Company, Inc.	LORD BALTIMORE	United States of America	33	Registered
Majestic Distilling Company, Inc.	MAJESTIC ROYALE	United States of America	33	Registered
Majestic Distilling Company, Inc.	MAJESTIC VALLEY	United States of America	33	Registered
Majestic Distilling Company, Inc.	ODESSE	United States of America	33	Registered
Majestic Distilling Company, Inc.	PORT ROYAL	United States of America	33	Registered
Majestic Distilling Company, Inc.	RIKALOFF	United States of America	33	Registered
Majestic Distilling Company, Inc.	RIKALOFF	United States of America	33	Registered
Majestic Distilling Company, Inc.	RIKALOFF	United States of America	33	Registered
Majestic Distilling Company, Inc.	SCOTCH ISLAND	United States of America	33	Registered
Majestic Distilling Company, Inc.	SEAFARER	United States of America	33	Registered
Majestic Distilling Company, Inc.	SETTER	United States of America	33	Registered
Majestic Distilling Company, Inc.	TOPAZ	United States of America	33	Registered
Majestic Distilling Company, Inc.	TRAVELERS CLUB	United States of America	33	Registered
Majestic Distilling Company, Inc.	ZELKO	United States of America	33	Registered