

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sazerac Company, Inc.		01/31/2015	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Sazerac Brands, LLC		
Street Address:	10400 Linn Station Road, Suite 300		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78474094	MILES'	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	2028427800		
Email:	mobleysg@cooley.com		
Correspondent Name:	Peter J. Willsey		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	304566-22547		
NAME OF SUBMITTER:	Susan Mobley		
SIGNATURE:	/Susan Mobley/		
DATE SIGNED:	09/23/2015		
Total Attachments: 8			
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CONTRIBUTION AGREEMENT

This Contribution Agreement (the “*Agreement*”) is entered into as of January 31, 2015 at 10:00 a.m. (the “*Effective Time*”), by and between SAZERAC COMPANY, INC., a Louisiana corporation (“*SCI*”), and SAZERAC BRANDS, LLC, a Delaware limited liability company (“*Brandco*”). SCI and Brandco are referred to in this Agreement individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, Brandco is a subsidiary of SCI; and

WHEREAS, SCI 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 SCI of \$1.00, SCI hereby transfers, contributes, conveys, assigns, quit-claims, delegates and delivers to Brandco, its successors and assigns, to have and to hold forever, all of SCI’s right, title and interest in and to the following assets, properties and rights (collectively, the “*Assets*”):

(i) the contracts identified on EXHIBIT A (the “*Transferred Contracts*”);

(ii) the Intellectual Property owned by SCI identified on **EXHIBIT B** hereto; and

(iii) all rights, privileges, claims and causes of action (regardless of whether or not such claims or causes of action have been asserted by SCI) 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 SCI not relating specifically to the Assets shall not be assumed by Brandco.

(c) **Retained Assets.** SCI 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.

(d) **Contract Assignment and Consents.** Notwithstanding anything to the contrary contained in this Agreement, if the assignment or attempted assignment to Brandco of any Transferred Contract is: (i) prohibited by any applicable law; or (ii) would require any approval, consent, ratification, permission, waiver or authorization of a third party (a “*Required Consent*”), and such Required Consent shall not have been obtained prior to the Closing (each, a “*Non-Assignable Contract*”), then this Agreement shall not constitute an assignment of such Non-Assignable Contract, unless and until such Required Consent is obtained. Following the Closing, the Parties shall cooperate in any commercially reasonable arrangement to provide Brandco with the interest of SCI in the benefits under such Non-Assignable Contract until such time as such Required Consent shall have been obtained. Once a Required Consent for the assignment of any Non-Assignable Contract is obtained, SCI shall contribute, assign and transfer such Non-Assignable Contract to Brandco at no additional cost to Brandco. Brandco shall not assume any obligations or liabilities under a Non-Assignable Contract until it has been assigned to Brandco; *provided, however*, that Brandco shall be liable to SCI for performing its obligations under any commercially reasonable arrangement described in this Section 2(d).

3. Sales and Transfer Taxes. SCI 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 SCI 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) SCI represents and warrants to Brandco as follows:

(i) SCI 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 SCI has been duly authorized by all necessary action on the part of SCI and its board of directors and sole stockholder.

(iii) This Agreement and each other agreement entered into in connection with the Closing to which SCI is a party has been duly and validly executed and delivered by SCI and, when executed and delivered by Brandco, as applicable, shall constitute a legal, valid and binding obligation of SCI, 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, SCI 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 SCI 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 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 SCI, 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 SCI 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.

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

SAZERAC COMPANY, INC.

By: Paul Payne
Name: PAUL PAYNE
Title: VP, CFO

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

SAZERAC BRANDS, LLC

By: Paul Payne
Name: PAUL PAYNE
Title: Treasurer

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

[Signature Page to Contribution Agreement]

TRADEMARK
REEL: 005629 FRAME: 0280

**EXHIBIT B SCI to Sazerac Brands, LLC
Intellectual Property**

Owner	Title/Mark	Country	Local Classes	Case Status	App. Serial No.
Sazerac Company Inc.	VIRGINIA GENTLEMAN (Stylized)	United States of America	33	Renewed	71388341
Sazerac Company Inc.	PEYCHAUD'S (Stylized)	United States of America	33	Renewed	71471976
Sazerac Company Inc.	PEYCHAUD'S AMERICAN AROMATIC COCKTAIL BITTERS and	United States of America	33	Renewed	71471977
Sazerac Company Inc.	ROYAL CANADIAN (Stylized)	United States of America	33	Registered	71627038
Sazerac Company Inc.	SAZERAC (Stylized)	United States of America	33	Renewed	71659820
Sazerac Company Inc.	TAAKA	United States of America	33	Renewed	72031592
Sazerac Company Inc.	NIKOLAI (Stylized)	United States of America	33	Renewed	72038548
Sazerac Company Inc.	OLE' (Stylized)	United States of America	33	Renewed	72050646
Sazerac Company Inc.	ICE BOX	United States of America	33	Registered	72063157
Sazerac Company Inc.	TORADA (Stylized)	United States of America	33	Renewed	72096744
Sazerac Company Inc.	R & R	United States of America	33	Registered	72142233
Sazerac Company Inc.	MIMS DELUXE (Stylized)	United States of America	33	Renewed	72160668
Sazerac Company Inc.	LEGACY (Stylized)	United States of America	33	Renewed	72161096
Sazerac Company Inc.	MONSIEUR HENRI	United States of America	33	Renewed	72182102
Sazerac Company Inc.	MILES' (Stylized)	United States of America	33	Renewed	72193708
Sazerac Company Inc.	DOS VIDAS	United States of America	33	Registered	72193709
Sazerac Company Inc.	TRAVELERS CLUB	United States of America	33	Registered	72279401
Sazerac Company Inc.	HERBSAINT (Stylized)	United States of America	33	Renewed	72279961
Sazerac Company Inc.	SIR MALCOLM (Stylized)	United States of America	33	Renewed	72287587
Sazerac Company Inc.	HERBSAINT VERITAS BY LEGENDRE LIQUEUR DANIS and Design	United States of America	33	Renewed	72289211

Owner	Title/Mark	Country	Local Classes	Case Status	App Serial No
Sazerac Company Inc.	MILES'	United States of America	33	Registered	78474094
Sazerac Company Inc.	THE DOCTOR IS IN	United States of America	33	Registered	78526640
Sazerac Company Inc.	ROYAL CANADIAN	United States of America	33	Registered	78551693
Sazerac Company Inc.	OLD WELLER	United States of America	33	Registered	78567640
Sazerac Company Inc.	PLATINUM SEVEN	United States of America	33	Registered	78586466
Sazerac Company Inc.	MIMIS	United States of America	33	Registered	78724361
Sazerac Company Inc.	RICH & RARE	United States of America	33	Registered	78888228
Sazerac Company Inc.	IGNITE THE NITE	United States of America	33	Registered	78890505
Sazerac Company Inc.	THE SPIRIT OF NEW ORLEANS	United States of America	33	Registered	78934521
Sazerac Company Inc.	BEAST OF BOURBON	United States of America	33	Registered	78970746
Sazerac Company Inc.	CHARTER COUNTRY	United States of America	33	Registered	78970747
Sazerac Company Inc.	DEEP RUN	United States of America	33	Registered	85000844
Sazerac Company Inc.	PIONEER SPIRIT	United States of America	33	Registered	85000854
Sazerac Company Inc.	BOWMAN BROTHERS	United States of America	33	Registered	85000867
Sazerac Company Inc.	A. SMITH BOWMAN	United States of America	33	Registered	85000883
Sazerac North America, Inc.	PLATINUM	United States of America	33	Registered	85014066
Sazerac Company Inc.	SPIRIT OF THE FRENCH QUARTER	United States of America	33	Registered	85072710
Sazerac Company Inc.	SINGLE OAK	United States of America	33	Registered	85083438
Sazerac Company Inc.	SAZERAC	United States of America	43	Registered	85157849
Sazerac Company Inc.	SAZERAC	United States of America	41	Registered	85157855
Sazerac Company Inc.	SAZERAC	United States of America	40	Registered	85157858
Sazerac Company Inc.	SAZERAC	United States of America	39	Registered	85157859
Sazerac Company Inc.	SAZERAC	United States of America	35	Registered	85157862