

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361110

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 Investments, LLC		10/13/2015	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3086678	MICHAEL COLLINS	
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:	schristoff@cooley.com		
Correspondent Name:	Susan P. Christoff, Esq. Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	304566-190		
NAME OF SUBMITTER:	Susan Mobley		
SIGNATURE:	/Susan Mobley/		
DATE SIGNED:	11/04/2015		
Total Attachments: 4			
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ASSIGNMENT AND ASSUMPTION OF CONTRACTS

This ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "*Agreement*") is made as of October 17, 2015 (the "*Effective Date*"), by and between Sazerac Investments, LLC, a Delaware limited liability company (the "*Assignor*"), and Sazerac Brands, LLC, a Delaware limited liability company (the "*Assignee*").

WHEREAS, the Assignor has agreed to assign to the Assignee, and the Assignee has agreed to assume, all of the Assignor's right, title and interest in and to the contracts (including rights in respect of non-performance or breach) listed on EXHIBIT A hereto (the "*Assigned Contracts*").

NOW, THEREFORE, in consideration of the foregoing premises and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Assumption of Contracts.**

(a) Assignor hereby (i) sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to the Assigned Contracts (including rights in respect of non-performance or breach) as of immediately prior to the date of this Agreement, and (ii) assigns and delegates to Assignee, and Assignee hereby assumes and accepts the assignment and delegation of, Assignor's continuing obligations under each Assigned Contract.

(b) Notwithstanding anything to the contrary contained in this Agreement, if the assignment or attempted assignment to Assignee of any the Assigned Contracts 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 date of this Agreement (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 Effective Date, the parties shall cooperate in any commercially reasonable arrangement to provide Assignee with the interest of Assignor 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, Assignor shall contribute, assign and transfer such Non-Assignable Contract to Assignee at no additional cost to Assignee. Assignee shall not assume any obligations or liabilities under a Non-Assignable Contract until it has been assigned to Assignee; *provided, however*, that Assignee shall be liable to Assignor for performing its obligations under any commercially reasonable arrangement described in this Section 1(b).

2. **Further Assurances.** Each party hereto shall execute, acknowledge and deliver to the other party any and all documents or instruments, and shall take any and all actions, reasonably requested by such other party from time to time, to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Agreement and the transactions contemplated hereby.

3. **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.

4. **Counterparts; Delivery by Facsimile.** 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.

5. **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.

6. **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.

7. **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.

8. **Successors and Assigns.** This Agreement shall be binding upon Assignor and Assignee, and their respective successors and assigns. The terms and conditions of this Agreement shall survive the consummation of the transfers provided for herein.

9. **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.

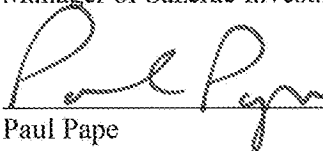
10. **Amendment.** This Agreement may not be amended, modified, altered or supplemented except by an instrument in writing signed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment and Assumption of Contracts as of the date first written above.

ASSIGNOR:

SAZERAC INVESTMENTS, LLC

By: Sazerac North America, Inc.,
Manager of Sazerac Investments, LLC

By: 
Name: Paul Pape
Its: Treasurer

ASSIGNEE:

SAZERAC BRANDS, LLC

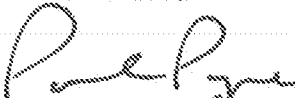
By: 
Name: PAUL PAPE
Its: Treasurer


EXHIBIT A

ASSIGNED CONTRACTS

Agreement Name
INTELLECTUAL PROPERTY ACQUISITION AGREEMENT , dated October 8, 2015, by and between SAZERAC INVESTMENTS, LLC (" Purchaser "), a Delaware limited liability company, and EAGLE SELLERS' REP LLC (" Seller "), a Delaware limited liability company.
TRADEMARK ASSIGNMENT AGREEMENT , dated October 8, 2015, by and between SAZERAC INVESTMENTS, LLC (" Purchaser "), a Delaware limited liability company, and EAGLE SELLERS' REP LLC (" Seller "), a Delaware limited liability company.
ASSIGNMENT OF PATENT RIGHTS , dated October 8, 2015, by and between SAZERAC INVESTMENTS, LLC (" Purchaser "), a Delaware limited liability company, and EAGLE SELLERS' REP LLC (" Seller "), a Delaware limited liability company.

EXHIBIT A
ASSIGNMENT AND ASSUMPTION AGREEMENT

Schedule A
Assigned Trademark Filings

Country	Title	Design	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Case Status	Int'l. Classes	Goods/Services
United States of America	MICHAEL COLLINS		78/524088	12/1/2004	3088078	4/25/2008	Registered	33	33 - Irish whiskey
China	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Registered	33	33 - Rum
European Community	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Registered	33	33 - Rum
Japan	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Registered	33	33 - Rum
Republic of Korea	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Registered	19	33 - Rum
Russian Federation	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Refused	33	33 - Rum
Singapore	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Registered	33	33 - Rum
Switzerland	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Registered	33	33 - Rum
Turkey	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Registered	33	33 - Rum
Ukraine	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Registered	33	33 - Rum
Madrid Protocol (TM)	MICHAEL COLLINS		864550	5/25/2005	864550	5/25/2005	Registered	33	33 - Rum
Ireland	THE BIG FELLOW		2006/02545	11/15/2006	235373	6/12/2007	Registered	33	33 - Irish whiskey
Canada	MICHAEL COLLINS Label Design		1503935	11/16/2010			Allowed	33	33 - Irish whiskey