

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	123

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Filson Historical Society, Inc.		04/05/2016	Corporation: KENTUCKY

RECEIVING PARTY DATA

Name:	Brown-Forman Corporation
Street Address:	850 Dixie Highway
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40210
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4489864	BOURBON ACADEMY
Registration Number:	4489863	BOURBON ACADEMY
Registration Number:	4523660	BOURBON ACADEMY

CORRESPONDENCE DATA

Fax Number: 4154465225

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: 4154465225

Email: jdpilegal@jdpi.com

Correspondent Name: David S. Gooder

Address Line 1: 4040 Civic Center Drive, Suite 528

Address Line 4: San Rafael, CALIFORNIA 94903

NAME OF SUBMITTER:	David S. Gooder
SIGNATURE:	//David S. Gooder//
DATE SIGNED:	05/03/2016

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is effective as of December 31, 2014 (the "Effective Date"), by and between The Filson Historical Society, Inc., ("Assignor") a Kentucky Corporation having offices at 1310 South Third Street, Louisville, Kentucky 40208, and Brown-Forman Corporation ("Assignee"), a Delaware corporation, having its principal place of business at 850 Dixie Highway, Louisville, Kentucky 40210 (collectively, the "Parties").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks as listed in Schedule "A" and all common law marks as used in connection with the Business (the "Marks"), along with all of the common-law rights and goodwill of the business associated with the Marks; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said Marks and the United States registrations thereof, together with all of the common-law rights and goodwill of the business associated with the Marks;

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions, and covenants contained in this Agreement and intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys, and quitclaims, as of the Effective Date, to Assignee, its successors and assigns, any and all its rights, title, and interest in and to the Marks, together with all common-law rights and the goodwill of the business, or portion thereof to which the Marks pertain, symbolized thereby, and the right to sue and to recover damages and profits and all other remedies for past infringement thereof.

2. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Marks, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date.

4. Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Marks in Assignee. Assignor hereby authorizes Assignee to request the United States Patent and Trademark Office to record Assignee as such and as the new owner of the Marks.

5. Assignor agrees to discontinue all use of the Marks by March 31, 2016.



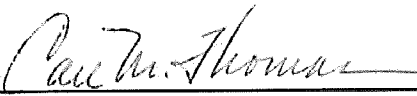
6. This Agreement may be executed in one or more counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the principles of conflicts of laws thereof).

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

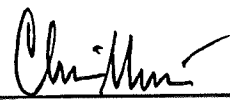
ASSIGNOR:

THE FILSON HISTORICAL SOCIETY, INC.


Name: CARL M. THOMAS
Title: CHAIRMAN OF THE BOARD
Date: 3/21/16

ASSIGNEE:

BROWN-FORMAN CORPORATION


Name: CHRIS MORRIS
Title: VP - MASTER DISTRICT
Date: 4/5/16

SCHEDULE A

Trademark Registrations and Applications owned by The Filson Historical Society, Inc.

Country	Trademark:	Registration #:	Registration Date:
United States	BOURBON ACADEMY	4,489,864	25-Feb-2014
United States	BOURBON ACADEMY	4,489,863	25-Feb-2014
United States	BOURBON ACADEMY	4,523,660	29-Apr-2014