

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Absolut Company Aktiebolag		12/23/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Fredrik Carlström		
Street Address:	229 East 79th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10075		
Entity Type:	INDIVIDUAL: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4944491	THE RUM SOCIETY	
CORRESPONDENCE DATA			
Fax Number:	2123088582		
<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:	212-593-2112		
Email:	christopher@serbagilaw.com		
Correspondent Name:	Christopher Serbagi		
Address Line 1:	488 Madison Avenue, Suite 1120		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Christopher Serbagi		
SIGNATURE:	/Christopher Serbagi/		
DATE SIGNED:	02/16/2017		
Total Attachments: 7			
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SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (this "Agreement") is entered into on 23 December, 2016 BETWEEN:

- (1) **The Absolut Company Aktiebolag**, Reg. No. 556015-0178, a company duly incorporated and organised under the laws of Sweden, having its registered address at SE-117 97 Stockholm ("TAC"); and
- (2) **Fredrik Carlström**, Social Security No. 760727-0191, having his registered address at 229 East 79th Street, New York, NY 10075 (the "Buyer").

TAC and Buyer are hereinafter collectively referred to as the "Parties", or separately a "Party".

WHEREAS:

- (A) TAC is the holder of The Rum Society trademarks, as set out in Appendix 1 (the "Trademarks").
- (B) TAC now agrees to sell and Buyer now agrees to purchase the Trademarks pursuant to the terms set forth in this Agreement.

IT IS AGREED as follows:

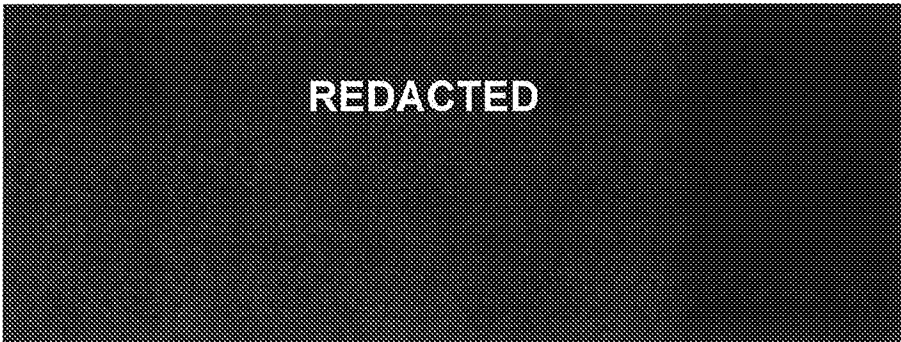
1. Transfer of Assets

TAC hereby transfers to the Buyer the Trademarks and goodwill appurtenant thereto upon the due payment from the Buyer of the purchase price and the fulfilment of the undertakings and obligations under this Agreement.

2. Undertakings and obligations

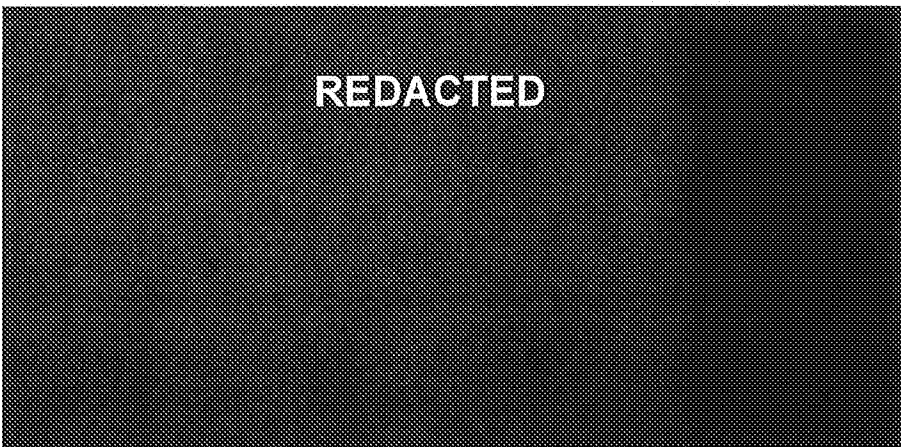
- 2.1. The Transferee undertakes to provide the Transferor with high-level performance reporting including volumes sold, velocity evolution, re-order rate evolution, distribution scope, retail selling price, information on the maintenance/validity/exclusive control of the Trademarks and other information on brand positioning and key activation strategy if available and to the extent possible under applicable rules and regulations.
- 2.2. Subject to section 2.3, the Buyer undertakes not to abandon, cancel, use, assign, transfer or otherwise dispose of any of the Trademarks in such way that the Trademarks will be considered invalid, abandoned, cancelled, or otherwise not under the exclusive control of the Buyer.

2.3.



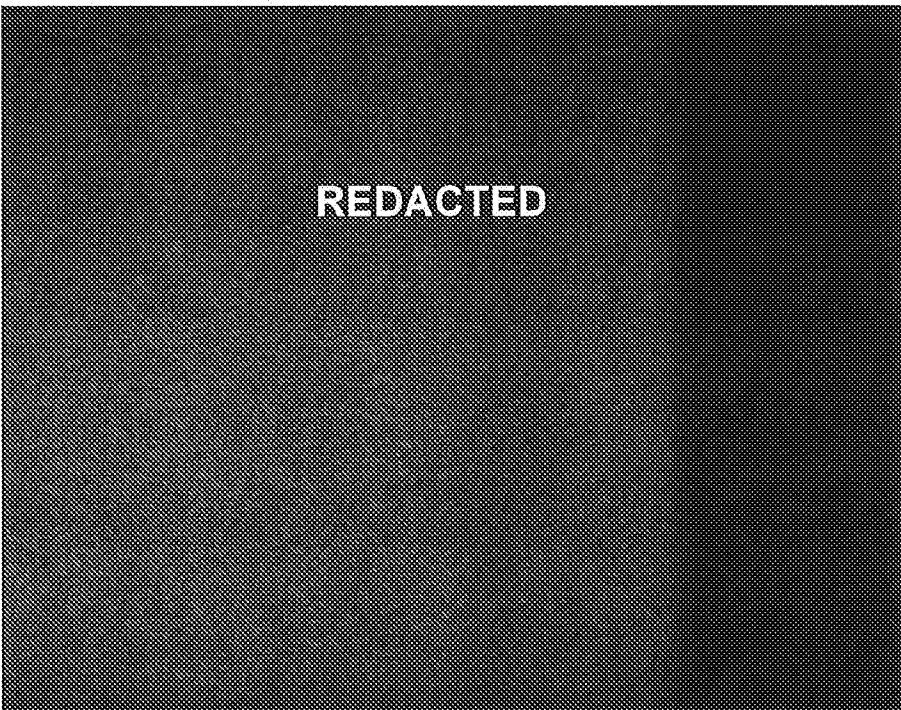
REDACTED

2.4.



REDACTED

3.
3.1.



REDACTED

3.2.

Handwritten initials or signature

3.3.

REDACTED

3.4.

4. Payment and costs

4.1. Subject to the transfer of the Trademarks, the Buyer shall pay to TAC an amount of **REDACTED**. The amount shall be paid to TAC's bank account Skandinaviska Enskilda Banken, SE-106 40 Stockholm, BIC (SWIFT) ESSESSXXX, IBAN **REDACTED** 2159 with reference "*The Rum Society*".

4.2. Any costs payable to give effect to the transfer of the Trademarks from TAC to the Buyer shall be carried by the Buyer.

5. No warranties or guarantees

TAC provides no warranties or guarantees to the Trademarks, goodwill or any rights pertaining thereto.

6. Security

For the proper fulfillment of the Buyer's and/or the Company's and/or Purchaser's undertakings and obligations under this Agreement, Buyer hereby grants a security interest in the Trademarks in favor of TAC, as outlined in the attached Trademark Security Agreement, Appendix 2.

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7. Entire agreement, amendments and severability

- 7.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2. Any amendments, modifications or other changes of this Agreement shall be made in writing and shall have no effect unless signed by the duly authorised representatives of the Parties.
- 7.3. Should any provision of this Agreement be held or declared to be void, invalid or unenforceable or illegal for any reason by a court of competent jurisdiction, all other provisions of the Agreement shall nevertheless remain in full force and effect.

8. Assignment

TAC shall have the right to freely assign, transfer or otherwise convey or dispose of its rights and obligations under this Agreement in part or in whole without any limitation. The Buyer may not assign, transfer or otherwise convey or dispose of its rights and obligations under this Agreement without the prior written consent of TAC, not to be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees.

9. Confidentiality

- 9.1. With the exception of the jointly agreed statement that the Parties will issue in connection with the transfer of the Trademarks, the Parties agree to keep the existence and terms of this Agreement confidential save to the extent that is required in order to comply with the Parties' respective obligations under this Agreement or pursuant to applicable rules for any stock exchange or regulated market, or as may be required or desirable to record the Security Interest granted herein or via the Trademark Security Agreement.
- 9.2. Each Party undertakes that it shall not at any time during this Agreement disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other party belongs, except as permitted by Section 9.3.
- 9.3. Each Party may disclose the other Party's confidential information:
- (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 9; and



- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority or requirements under any stock exchange or regulated market, or as may be required or desirable to record the Security Interest granted herein or via the Trademark Security Agreement.

9.4. Neither Party shall use any other Party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this Agreement.

10. Notices

10.1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be:

delivered by hand or by signed for courier or other secure and recorded delivery service; or sent by email, and in each case delivered or sent to the appropriate addresses and email address set forth below (or to such other addresses and email address as a Party may designate by notice to the other Party):

If given to the Buyer:

Fredrik Carlström
229 East 79th Street
New York, NY 10075
fc@austere.co

If given to TAC:

Lena Danielsson
The Absolut Company Aktiebolag
117 97 Stockholm
E-mail: lena.danielsson@pernod-ricard.com

With a copy to:

Lars Ljungholm
The Absolut Company Aktiebolag
117 97 Stockholm
E-mail: lars.ljungholm@pernod-ricard.com

11. Governing Law and Arbitration

11.1. This Agreement shall be interpreted and enforced under the laws of Sweden.

11.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of

the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish.

The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.


In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

This Agreement has been duly executed in two (2) original copies, of which each of the Parties has taken one (1) copy.

Place: New York

Date: 23 December, 2016

Fredrik Carlström



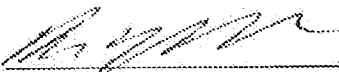
Signature

Fredrik Carlström

Place:

Date: 23 December 2016

The Absolut Company Aktiebolag



Signature

LARS LOUNGHOLM

Name

Appendix 1

Country	Filing Type	Trademark	Filing Number	Filing Date	Registration Number
European Union	European Union Trademark	THE RUM SOCIETY	014002117	27 apr 2015	14002117
United States Of America	National filing	THE RUM SOCIETY	86610565	27 apr 2015	4944491

