

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stirrings, LLC		12/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sazerac Brands, LLC		
Street Address:	10101 Linn Station Rd., Suite 400		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2790831	RIMMER	
Registration Number:	3087636	STIRRINGS	
Registration Number:	3437811	STIRRINGS	
Registration Number:	3908901	STIRRINGS	
Registration Number:	3350938	STIRRINGS	
Registration Number:	3481306	STIRRINGS	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	6175425070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Cynthia Johnson Walden		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
NAME OF SUBMITTER:	Cynthia Johnson Walden		
SIGNATURE:	/Cynthia Johnson Walden/		
DATE SIGNED:	01/04/2019		

CH \$165.00 2790831

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (including the exhibits hereto, the "Assignment Agreement"), dated as of December 20, 2018 (the "Effective Date"), is made by and between Stirrings, LLC, a Delaware limited liability company located at 800 South Main Street, Mansfield, Massachusetts 02048 ("Assignor") and Sazerac Brands, LLC, a Delaware limited liability company located at 10101 Linn Station Road, Suite 400, Louisville, Kentucky 40223 ("Assignee"), and solely with respect to Section 6, Sazerac Investments, LLC, a Delaware limited liability company located at 10101 Linn Station Road, Suite 400, Louisville, Kentucky 40223 ("Sazerac Investments"). Each of the signatories to this Assignment Agreement are collectively referred to as the "Parties" and individually as a "Party."

W I T N E S E T H:

WHEREAS, pursuant to an Asset Purchase Agreement by and among Diageo North America, Inc., Sazerac Investments, and Sazerac Company, Inc., dated as of November 12, 2018 (the "Purchase Agreement"), Assignor has agreed to sell, assign, transfer, convey, and deliver and Sazerac Investments has agreed to purchase all of Assignor's right, title, and interest in and to the Transferred Copyrights set forth in Exhibit A, Transferred Patents set forth in Exhibit B, Transferred Trademarks set forth in Exhibit C, and any other Transferred Intellectual Property and Other Transferred Intellectual Property owned by Assignor (collectively, the "Assigned IP"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Sazerac Investments and Assignee have entered into an Assignment and Assumption Agreement, dated as of December 19, 2018, pursuant to which Sazerac Investments assigned to Assignee its right under the Purchase Agreement to purchase the Assigned IP.

NOW, THEREFORE, in consideration of the foregoing promises, and the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

A G R E E M E N T:

1. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title, and interest in, to, and under the Assigned IP, including the goodwill associated with the trademarks included in the Assigned IP, free and clear of any and all Encumbrances (other than Permitted Encumbrances), except to the extent that they are Excluded Assets, in each case, as they exist as of Closing, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.
2. The preparation and recordation of the assignments to Assignee of the Assigned IP with any applicable Governmental Entity will be at Assignee's sole effort and expense, with reasonable cooperation of effort by Assignor. For the avoidance of doubt, Assignor shall, upon request of the Assignee and at the Assignee's expense, execute all documents and

provide all assistance as reasonably and customarily necessary to record the transfer of the Assigned IP.

3. The Parties have participated jointly in negotiating and drafting this Assignment Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Assignment Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Assignment Agreement.
4. This Assignment Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment Agreement, or the negotiation, execution or performance of this Assignment Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment Agreement or as an inducement to enter into this Assignment Agreement), shall be governed by, and enforced in accordance with, the Laws of the State of New York, including its statutes of limitations, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction (whether of the State of New York or any other jurisdiction) would be required thereby.
5. Each Party agrees that it shall bring any action or proceeding in respect of any claim arising under or relating to this Assignment Agreement or the transactions contemplated by this Assignment Agreement exclusively in any federal court sitting in the Borough of Manhattan of The City of New York; provided, however, that if such federal court does not have jurisdiction over such action or proceeding, such action or proceeding shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of The City of New York (the "Chosen Courts") and solely in connection with claims arising under or relating to this Assignment Agreement (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to the laying of venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party and (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.1 of the Purchase Agreement or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.
6. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Sazerac Investments arising under the Purchase Agreement, which shall govern the representations, warranties, and obligations of the parties with respect to the Assigned IP. To the extent any term, condition, or provision of this Assignment Agreement is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.
7. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment Agreement to be executed as of the date first written above.

Assignee:
SAZERAC BRANDS, LLC

By: Mark Brown

Name: Mark Brown

Title: President

Date: _____

**SAZERAC INVESTMENTS, LLC, solely
with respect to Section 6**

By: Mark Brown

Name: Mark Brown

Title: President & CEO

Date: _____

[Signature Page to Intellectual Property Assignment (Stirrings, LLC)]

Assignor:
STIRRINGS, LLC

BY: BALLROOM ACQUISITION, INC.,
as member manager of Stirrings, LLC

By:  _____

Name: Angelique Cain

Title: Secretary

Date: _____

[Signature Page to Intellectual Property Assignment (Stirrings, LLC)]

Exhibit A
Transferred Copyrights

None

Exhibit B
Transferred Patents

None

Exhibit C
Transferred Trademarks

BRAND: STIRRINGS

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	STIRRINGS - Word block letters	78/632777	2005-05-18	3087636	2006-05-02	Stirrings, LLC
United States of America	STIRRINGS & Design - Word & Device	77/072669	2006-12-28	3481306	2008-08-05	Stirrings, LLC
United States of America	RIMMER - Word block letters	76/476386	2002-12-17	2790831	2003-12-09	Stirrings, LLC
United States of America	STIRRINGS & Design - Word & Device	77/072687	2006-12-28	3350938	2007-12-11	Stirrings, LLC
United States of America	STIRRINGS - Word block letters	77/829457	2009-09-18	3908901	2011-01-18	Stirrings, LLC
United States of America	STIRRINGS - Word block letters	78/698650	2003-08-23	3437811	2018-05-27	Stirrings, LLC

DOMAIN NAMES:

stirrings.com

TRADE NAMES:

The Stirrings Company