

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504579

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Diageo Brands B.V.		12/20/2018	Private Limited Company: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sazerac Brands, LLC		
<b>Street Address:</b>	10101 Linn Station Rd., Suite 400		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40223		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3015681	BOOTH'S	
Registration Number:	5167233		
Registration Number:	1063477		
Registration Number:	4045474	HIGH & DRY	
Registration Number:	4317508	JACAPPLE	
Registration Number:	312007	JOHN BEGG	
Registration Number:	4941698	PELIGROSO	
Registration Number:	3871599	PELIGROSO	
Registration Number:	3182585	ROMANA BLACK	
Registration Number:	1796483	ROMANA SAMBUCA	
Registration Number:	3874998		
Registration Number:	4370071	TWO HEADED RATTLER	
Registration Number:	1034987	YUKON JACK	
Registration Number:	4367314	YUKON JACK WICKED HOT	
Registration Number:	4407294		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**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

<b>ATTORNEY DOCKET NUMBER:</b>	46657.2160001
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<b>NAME OF SUBMITTER:</b>	Cynthia Johnson Walden
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<b>SIGNATURE:</b>	/Cynthia Johnson Walden/
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<b>DATE SIGNED:</b>	01/04/2019
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**Total Attachments: 10**

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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 Diageo Brands B.V., a Netherlands private limited company located at Molenwerf 12, Amsterdam, Netherlands 1014BG (“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, Diageo North America, Inc. (“DNA”) and Assignor have agreed to DNA arranging for the sale and assignment of 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”) pursuant to an Asset Purchase Agreement by and among DNA, Sazerac Investments and Sazerac Company, Inc., dated as of November 12, 2018 (the “Purchase Agreement”) for the Purchase Price as allocated to Assignor on the basis of an agreement between DNA and Assignor, which allocated Purchase Price will be settled between DNA and Assignor by means of an intercompany settlement to be discharged on the Closing Date. 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 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

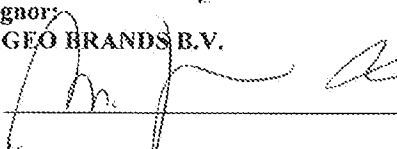
Name: Mark Brown

Title: President & CEO

Date: \_\_\_\_\_

*[Signature Page to Intellectual Property Assignment (Diageo Brands B.V.)]*

Assignor:  
DIAGEO BRANDS B.V.

By:  \_\_\_\_\_

Name: M. Gerichhansen S. Marragony


Title: Directors

Date: \_\_\_\_\_

*{Signature Page to Intellectual Property (Diageo Brands B.V.)}*

**Exhibit A**  
**Transferred Copyrights**

BRANDS: PELIGROSO; BOOTH'S

Country	Title	Image	Type	Reg. No.	Reg. Date	Owner
United States of America	Rattlesnake Design		Design	VA0001728498	6/30/2010	Diageo Brands B.V.
United States of America	Booth's High & Dry Gin		Design	VA0000043858		Diageo Brands B.V.



**Exhibit B**  
**Transferred Patents**

BRAND: PELIGROSO

<b>Country</b>	<b>App Title</b>	<b>Filed Date</b>	<b>Application No.</b>	<b>Grant Date</b>	<b>Patent No.</b>
United States of America	PELIGROSO bottle design	2009-12-04	29/351,421	2010-11-02	D626424

**Exhibit C**  
**Transferred Trademarks**

BRAND: BOOTH'S

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	BOOTH'S - Word Block Letters	78/492783	2004-10-01	3015681	2005-11-15	Diageo Brands B.V.
United States of America	HIGH & DRY - Word Block Letters	85/285416	2011-04-04	4045474	2011-10-25	Diageo Brands B.V.
United States of America	Booth's 3D Final Bottle Drawing	86700162	2015-07-21	5167233	2017-03-21	Diageo Brands B.V.

BRAND: JOHN BEGG

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	JOHN BEGG - Word Block Letters	71/344695	1933-12-09	312007	1934-04-10	Diageo Brands B.V.

BRAND: YUKON JACK

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	YUKON JACK - Word Block Letters	73/054811	1975-06-11	1034987	1976-03-02	Diageo Brands B.V.
United States of America	JACAPPLE - Word block letters	85/081183	2010-07-09	4317508	2013-04-09	Diageo Brands B.V.
United States of America	TWO HEADED RATTLER	85/720123	2012-09-04	4370071	2013-07-16	Diageo Brands B.V.
United States of America	YUKON JACK WICKED HOT	85/743365	2012-10-02	4367314	2013-07-16	Diageo Brands B.V.

BRAND: PELIGROSO

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	SNAKE device	77980398	2010-01-14	3874998	2010-11-09	Diageo Brands B.V.
United States of America	SNAKE device	77912340	2010-01-14	4407294	2013-09-24	Diageo Brands B.V.
United States of America	PELIGROSO	77980397	2009-08-13	3871599	2010-11-02	Diageo Brands B.V.
United States of	PELIGROSO	85923317	2013-05-03	4941698	2016-04-19	Diageo Brands B.V.

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
America						

BRAND: ROMANA SAMBUCA

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	COLOSSEUM - Device	73/096104	1976-08-09	1063477	1977-04-12	Diageo Brands B.V.
United States of America	ROMANA SAMBUCA - Word Block Letters	74/222989	1991-11-18	1796483	1993-10-05	Diageo Brands B.V.
United States of America	ROMANA BLACK - Word Block Letters	78/529005	2004-12-08	3182585	2006-12-12	Diageo Brands B.V.

DOMAIN NAMES:

booths.info  
 peligrosaspirits.com  
 peligrosatequila.com  
 peligrosospirits.com  
 peligrosotequila.com  
 romanasambuca.cn  
 romanasambuca.com  
 romana-sambuca.com  
 romanasambuca.info  
 romanasambuca.mobi  
 romanasambuca.net  
 romana-sambuca.net  
 romanasambuca.org  
 romana-sambuca.org  
 romanasambuca.us  
 romana-sambuca.us  
 vivapeligroso.com  
 yukonjack.com  
 yukon-jack.com  
 yukonjack.info

TRADE NAMES:

1. The Booth's Distillery (U.S.A.)
2. The Booth's Distillery (USA)
3. The Booth's Distillery
4. The Booth's Distillery USA
5. Booth's Distillery
6. Peligroso Spirits Co.
7. Peligroso Spirits Company
8. The Yukon Jack Trading Company
9. Yukon Jack Trading Company