

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507129

<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>
The Black Prince Distillery, Inc.		12/31/2018	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sazerac Brands, LLC		
<b>Street Address:</b>	10101 Linn Station Rd		
<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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1436614	BLACK PRINCE	
<b>Registration Number:</b>	2048922	BLACK PRINCE	
<b>Registration Number:</b>	3193391	DEVIL'S SPRINGS	
<b>Serial Number:</b>	87436902	DORADO	
<b>Registration Number:</b>	1377485	LLORD'S	
<b>Registration Number:</b>	1308273	SIR FRANCIS DRAKE	
<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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6175425070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Cynthia Johnson Walden		
<b>Address Line 1:</b>	PO Box 1022		
<b>Address Line 2:</b>	Fish & Richardson P.C.		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55440-1022		
<b>NAME OF SUBMITTER:</b>	Cynthia Johnson Walden		
<b>SIGNATURE:</b>	/Cynthia Johnson Walden/		
<b>DATE SIGNED:</b>	01/24/2019		

CH \$165.00 1436614

**Total Attachments: 7**

source=IP Assignment - BPD--Fully Executed#page1.tif

source=IP Assignment - BPD--Fully Executed#page2.tif

source=IP Assignment - BPD--Fully Executed#page3.tif

source=IP Assignment - BPD--Fully Executed#page4.tif

source=IP Assignment - BPD--Fully Executed#page5.tif

source=IP Assignment - BPD--Fully Executed#page6.tif

source=IP Assignment - BPD--Fully Executed#page7.tif

**THE BLACK PRINCE DISTILLERY, INC.  
INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (including the exhibits hereto, the “Assignment Agreement”), dated as of December 31, 2018 (the “Effective Date”), is made by and between The Black Prince Distillery, Inc., a New Jersey corporation, located at 691 Clifton Ave., Clifton, New Jersey 07011 (“Assignor”) and Sazerac Brands, LLC, a Delaware limited liability company located at 10400 Linn Station Road, Suite 300, Louisville, Kentucky 40223 (“Assignee”), and solely with respect to Sections 3 through 6, Sazerac Investments, LLC, a Delaware limited liability company located at 10101 Linn Station Road, Ascent Plaza, 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.” Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, the Assignor and Sazerac Investments have entered into that certain Asset Purchase Agreement, dated as of December 21, 2018 (the “Purchase Agreement”), pursuant to which the Assignor has agreed to sell, assign, convey, transfer and deliver to Sazerac Investments, and Sazerac Investments has agreed to purchase, all of the Assignor’s right, title and interest in and to the Brand Assets as the same shall exist at the time of Closing, which includes certain intellectual property as set forth in **Exhibit A** hereto (the “Transferred Intellectual Property”), in exchange for payment by Sazerac Investments of the Purchase Price, as it may be adjusted as set forth in the Purchase Agreement;

WHEREAS, Sazerac Investments and Sazerac Brands have entered into that certain Assignment and Assumption Agreement, effective December 31, 2018, pursuant to which Sazerac Investments assigned to Sazerac Brands its right under the Purchase Agreement to purchase the Transferred Intellectual Property; and

WHEREAS, the Assignor desires to provide a document reflecting the assignment of all of its right, title, and interest in and to the Transferred Intellectual Property to Sazerac Brands for purposes of recording such assignment at various intellectual property registries.

**AGREEMENT**

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

1. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor’s right, title, and interest in and to the Transferred Intellectual Property, as the same shall exist at the time of Closing, and all goodwill associated therewith, free and clear of any and all encumbrances, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not

been executed, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Transferred Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. The preparation and recordation of assignments to Assignee of the Transferred Intellectual Property with the applicable government authority will be at Assignee's expense, with reasonable cooperation of effort by Assignor. For the avoidance of doubt, Assignor, upon request of the Assignee, will execute all documents and provide assistance as is reasonably and customarily necessary to record the transfer of the Transferred Intellectual Property.

3. Nothing in this Assignment Agreement 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 Transferred Intellectual Property. In the event that any of the provisions of this Assignment Agreement are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. This Assignment Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

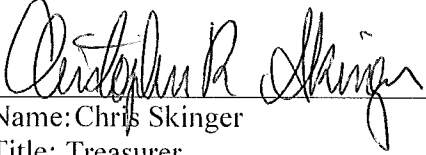
5. This Assignment Agreement and all disputes or controversies arising out of or relating to this Assignment Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

6. This Assignment Agreement may be executed in one or more counterparts, including electronic transmission or facsimile counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party.

[The remainder of this page is intentionally left blank.]

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

SAZERAC BRANDS, LLC

By:   
Name: Chris Skinger  
Title: Treasurer

SAZERAC INVESTMENTS, LLC, solely with respect to Sections 3 through 6

By: \_\_\_\_\_  
Name: Kent Broussard  
Title: Secretary

THE BLACK PRINCE DISTILLERY, INC.

By: \_\_\_\_\_  
Name: Phyllis Valenti  
Title: Treasurer

*[Signature Page to BPD Assignment of Intellectual Property]*

**TRADEMARK**  
**REEL: 006535 FRAME: 0306**

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

SAZERAC BRANDS, LLC

By: \_\_\_\_\_  
Name: Chris Skinger  
Title: Treasurer

SAZERAC INVESTMENTS, LLC, solely with respect to Sections 3 through 6

By: Kent J. Broussard  
Name: Kent Broussard  
Title: Secretary

THE BLACK PRINCE DISTILLERY, INC.

By: \_\_\_\_\_  
Name: Phyllis Valenti  
Title: Treasurer

*[Signature Page to BPD Assignment of Intellectual Property]*

**TRADEMARK**  
**REEL: 006535 FRAME: 0307**

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

SAZERAC BRANDS, LLC

By: \_\_\_\_\_  
Name:  
Title:

SAZERAC INVESTMENTS, LLC, solely with respect to Sections 3 through 6

By: \_\_\_\_\_  
Name:  
Title:

THE BLACK PRINCE DISTILLERY, INC.

By: Phyllis Valenti  
Name: Phyllis Valenti  
Title: Treasurer

**EXHIBIT A**

Transferred Intellectual Property





# Arnold & Porter

## Exhibit A [BPD]

Domain Name:

1. <http://www.blackpricedistillery.com/> (Black Prince Website)

Trademarks:

Mark	Owner	Country	Status	Appln. Date Appln. No.	Reg. Date Reg. No.	Goods/Services
BLACK PRINCE	The Black Prince Distillery, Inc.	United States of America	Registered	Jun-19-1986 73/605,171	Apr-14-1987 1,436,614	Class 33: Scotch whiskey
BLACK PRINCE (Stylized and/or design) 	The Black Prince Distillery, Inc.	United States of America	Registered	Mar-01-1996 75/086,320	Apr-01-1997 2,048,922	Class 33: Scotch
 DEVIL'S SPRINGS	The Black Prince Distillery, Inc.	United States of America	Registered	Feb-22-2006 78/820,759	Jan-02-2007 3,193,391	Class 33: Vodka
DORADO	The Black Prince Distillery, Inc.	United States of America	Published	May-04-2017 87/436,902		Class 33: Distilled blue agave liquor, alcoholic cordials, liqueurs
LORDS	The Black Prince Distillery, Inc.	United States of America	Registered	Jun-28-1984 73/487,352	Jan-07-1986 1,377,465	Class 33: Liqueurs and prepared liqueur based cocktails
LORDS	The Black Prince Distillery, Inc.	Hong Kong	Registered	May-17-2012 302254239	May-17-2012 302254239	Class 33: Alcoholic beverages (except beer)
LORDS	The Black Prince Distillery, Inc.	India	Pending	Jul-20-2012 2966851		Class 33: Alcoholic beverage products including whiskey
LORDS	The Black Prince Distillery, Inc.	Taiwan	Pending	May-17-2012 101026998	01563864	Class 33: Alcoholic beverages (except beers)
SIR FRANCIS DRAKE	The Black Prince Distillery, Inc.	United States of America	Registered	Dec-12-1983 73/456,548	Dec-04-1984 1,308,273	Class 33: Rum

TRADEMARK

REEL: 006535 FRAME: 0310