

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Star Industries, Inc.		12/31/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Sazerac Brands, LLC		
Street Address:	10101 Linn Station Rd		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1792859	ALEXI	
Registration Number:	2602789	BLACKOUT	
Registration Number:	2373045	BLANSAC	
Registration Number:	3220139	CARIBAYA	
Registration Number:	2868957	CARNABY'S	
Registration Number:	3220145	CLYDE'S	
Registration Number:	4744212	DONEGAL ESTATES	
Registration Number:	3260630	DUNCAN'S	
Registration Number:	0870204	GEORGI	
Registration Number:	1802247	GEORGI	
Registration Number:	2937864	GEORGI	
Registration Number:	3387193	GEORGI O ORANGE FLAVORED VODKA	
Registration Number:	1786955	LITTLE JOHN	
Registration Number:	2114236	MAJORSKA	
Registration Number:	0765636	MAJORSKA	
Registration Number:	3317823	MCCOLL'S	
Registration Number:	4552714	MOCA	
Registration Number:	3371135	O	
Registration Number:	4548611	WILD FLAME	

CH \$515.00 1792859

Property Type	Number	Word Mark
Registration Number:	5495625	CARNABY'S INNE

CORRESPONDENCE DATA

Fax Number: 8777697945
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: 6175425070
Email: tmdoctc@fr.com
Correspondent Name: Cynthia Johnson Walden
Address Line 1: PO Box 1022
Address Line 2: Fish & Richardson P.C.
Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

NAME OF SUBMITTER:	Cynthia Johnson Walden
SIGNATURE:	/Cynthia Johnson Walden/
DATE SIGNED:	01/24/2019

Total Attachments: 9

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**STAR INDUSTRIES, 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 Star Industries, Inc., a New York corporation, located at 425 Underhill Blvd., Syosset, New York 11791 (“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.

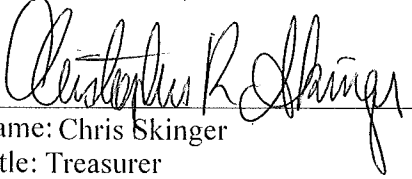
5. This Assignment Agreement and all disputes or controversies arising out of or relating to this Assignment Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because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

STAR INDUSTRIES, INC.

By: _____
Name: Phyllis Valenti
Title: Secretary

[Signature Page to Star Assignment of Intellectual Property]

TRADEMARK
REEL: 006535 FRAME: 0380

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 G. Broussard
Name: Kent Broussard
Title: Secretary

STAR INDUSTRIES, INC.

By: _____
Name: Phyllis Valenti
Title: Secretary

[Signature Page to Star Assignment of Intellectual Property]

TRADEMARK
REEL: 006535 FRAME: 0381

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:

STAR INDUSTRIES, INC.

By: Phyllis Valenti
Name: Phyllis Valenti
Title: Secretary

[Signature Page to Star Assignment of Intellectual Property]

EXHIBIT A

Transferred Intellectual Property

Arnold & Porter

Exhibit A [Star]

Domain Name:

1. <http://www.star-indus.com/> (Star Industries Website)


Social Media Account:


1. <https://www.facebook.com/GeorgiPremiumVodka> (Facebook page for Georgi Vodka)
2. <https://twitter.com/GeorgiDrinks> (Twitter page for Georgi Vodka)

Copyright Registration:

Star Liquor Payables
 U.S. Copyright Registration No. TXU000715357
 Registered April 19, 1996

Trademarks:

Mark	Owner	Country	Status	Appn Date Appn No.	Reg. Date Reg. No.	Goods/Services
ALEXI	Star Industries, Inc.	United States of America	Registered	Sep-16-1992 74/314.306	Sep-14-1993 1,792,859	Class 33: Vodka
ALEXI	Star Industries, Inc.	India	Pending	Jul-20-2012 2366850		Class 33: Alcoholic beverage products including vodka
BLACKOUT	Star Industries, Inc.	United States of America	Registered	Jul-18-2001 76/266,619	Jul-30-2002 2,602,789	Class 33: Schnapps
BLANSAC	Star Industries, Inc.	United States of America	Registered	Oct-18-1999 75/825,893	Aug-01-2000 2,373,045	Class 33: Brandy
CARIBAYA	Star Industries, Inc.	United States of America	Registered	May-30-2006 78/696,250	Mar-20-2007 3,220,139	Class 33: Rum
CARNABYS	Star Industries, Inc.	United States of America	Registered	Aug-15-2003 76/537,858	Aug-03-2004 2,868,957	Class 33: Gin
CARNABYS INNE	Star Industries, Inc.	United States of America	Registered	Jun-22-2017 87/500,848	Jun-19-2018 5,495,625	Class 33: Gin
CLYDE'S	Star Industries, Inc.	United States of America	Registered	May-30-2006 78/896,350	Mar-20-2007 3,220,145	Class 33: Gin
	Star Industries, Inc.	New York (State registration)	Registered		Nov-10-1992 R27108	Class 33: Gin
DONEGAL ESTATES	Star Industries, Inc.	United States of America	Registered	Jun-20-2013 85/965,732	May-26-2015 4,744,212	Class 33: Alcoholic beverages, namely whiskey.
DONEGAL ESTATES	Star Industries, Inc.	Puerto Rico	Registered		Feb-21-2014 205676	Class 33: Alcoholic beverages, namely whiskey.
DUNCANIS	Star Industries, Inc.	United States of America	Registered	May-30-2006 78/896,308	Jul-10-2007 3,260,630	Class 33: Scotch
GEORGI	Star Industries, Inc.	United States of America	Registered	Oct-16-1998 72/309,717	May-27-1999 870,204	Class 33: Vodka
GEORGI	Star Industries, Inc.	United States of America	Registered	Sep-16-1992 74/314.303	Nov-02-1993 1,802,247	Class 33: Gin

Mark	Owner	Country	Status	Appn. Date Appn. No.	Reg. Date Reg. No.	Goods/Services
GEORGI	Star Industries, Inc.	Dominican Republic	Registered	Oct-09-2009 2009-23930	Dec-16-2009 179077	Class 33: Vodka
GEORGI	Star Industries, Inc.	India	Registered	Jul-31-2002 1123058	Jul-31-2008 1123058	Class 33: Vodka
GEORGI (STYLIZED)	Star Industries, Inc.	United States of America	Registered	Oct-28-2003 78/319,754	Apr-05-2005 2,937,864	Class 33: Vodka
GEORGI	Star Industries, Inc.	Puerto Rico	Registered		Feb-7-2014 205965	Class 33: Alcoholic beverages, namely, vodka and gin.
GEORGI (STYLIZED)	Star Industries, Inc.	Puerto Rico	Registered		Feb-7-2014 206504	Class 33: Alcoholic beverages, namely, vodka.
GEORGI	Star Industries, Inc.	New York (State registration)	Registered		Nov-10-1992 R27105	Class 33: Gin
GEORGI		China	Pending	Apr-16-2010 8213246		33 Subclass Description: Alcoholic beverages (except beers)
GEORGI		China	Pending	Apr-16-2010 8213245		33 Subclass Description: Alcoholic beverages (except beers)
GEORGI O ORANGE FLAVORED VODKA & DESIGN	Star Industries, Inc.	United States of America	Registered	Sep-19-2001 76/314,380	Feb-26-2008 3,387,193	Class 33: Alcoholic beverage, namely vodka
 GEORGI O ORANGE FLAVORED VODKA & DESIGN	Star Industries, Inc.	Puerto Rico	Registered		Feb-26-2014 205966	Class 33: Alcoholic beverage, namely vodka
LITTLE JOHN	Star Industries, Inc.	United States of America	Registered	Sep-16-1992 74/314,302	Aug-10-1993 1,786,955	Class 33: Gin
MAJORSKA	Star Industries, Inc.	Dominican Republic	Registered	Oct-09-2009 2009-23931	Dec-31-2009 178214	Class 33: Vodka
MAJORSKA	Star Industries, Inc.	United States of America	Registered	Dec-06-1996 75/209,142	Nov-18-1997 2,114,236	Class 33: Gin
MAJORSKA	Star Industries, Inc.	United States of America	Registered	Apr-08-1963 72/166,250	Feb-25-1964 765,636	Class 33: Vodka
MCCOLL'S	Star Industries, Inc.	United States of America	Registered	May-30-2006 78/696,295	Oct-23-2007 3,317,823	Class 33: Scotch

Mark	Owner	Country	Status	Appn Date Appn No.	Reg. Date Reg. No.	Goods/Services
MOCCA	Star Industries, Inc.	United States of America	Registered	Mar-01-2013 85/964,226	Jun-17-2014 4552714	Class 33: Alcoholic beverages, namely rum
O (STYLIZED)	Star Industries, Inc.	United States of America	Registered	Jun-25-2003 76/527,631	Jan-22-2008 3,371,135	Class 33: Alcoholic beverages, namely vodka
WILD-FLAME	Star Industries, Inc.	United States of America	Registered	Jan-17-2013 85/825,689	Jun-10-2014 4,548,611	Class 30: Alcoholic beverages, namely liqueurs

TRADEMARK

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