

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504574

<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 North America, Inc.		12/20/2018	Corporation: CONNECTICUT
<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: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4814251	"SLICE OFF A SHOT!"	
<b>Registration Number:</b>	312595		
<b>Registration Number:</b>	567495		
<b>Registration Number:</b>	2074482	BLACK HAUS	
<b>Registration Number:</b>	4624470	BLACK HAUS	
<b>Registration Number:</b>	4466659	BRING HOME THE CLUB	
<b>Registration Number:</b>	1586025	CENSORED ON THE BEACH	
<b>Registration Number:</b>	4899366		
<b>Registration Number:</b>	4814202	FEED YOUR PIEHOLE RESPONSIBLY	
<b>Registration Number:</b>	4852130		
<b>Registration Number:</b>	4852131		
<b>Registration Number:</b>	4852132		
<b>Registration Number:</b>	2187251	GOLDSCHLAGER	
<b>Registration Number:</b>	1777387	GOLDSCHLAGER	
<b>Registration Number:</b>	4814198	GRANDMA USED TO SAY, IT'S PERFECT FOR YO	
<b>Registration Number:</b>	3897820	GRIND	
<b>Registration Number:</b>	639814	MYERS'S	
<b>Registration Number:</b>	3209660	MYERS'S	
<b>Registration Number:</b>	2404828	MYERS'S LEGEND	

CH \$1165.00 4814251

Property Type	Number	Word Mark
Registration Number:	5350826	OLD WORLD FLAVOR BLACK HAUS
Registration Number:	3435740	PARROT BAY
Registration Number:	2570141	PARROT BAY
Registration Number:	3435824	PARROT BAY
Registration Number:	3232422	
Registration Number:	4388096	PARROT BAY
Registration Number:	3644710	PARROT BAY
Registration Number:	4437686	
Registration Number:	4388097	
Registration Number:	3644711	
Registration Number:	4814204	
Registration Number:	4733220	PIE HOLE
Registration Number:	3861065	RELSKA
Registration Number:	570329	RELSKA
Registration Number:	3453631	SCORESBY
Registration Number:	872715	SCORESBY
Registration Number:	1562486	SHARKBITE
Registration Number:	4923550	SLICE OFF A SHOT
Registration Number:	4814203	SWEET ASHLEY
Registration Number:	4814200	SWEET CHERI
Registration Number:	4814201	SWEET PEGGY
Registration Number:	1453449	THE CLUB
Registration Number:	1268730	VO
Registration Number:	3078683	VO
Registration Number:	3078684	VO CANADIAN
Registration Number:	3078685	VO GOLD
Registration Number:	725706	POPOV

**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: P.O. Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

**ATTORNEY DOCKET NUMBER:** 46657.2160001

**NAME OF SUBMITTER:** Cynthia Johnson Walden

<b>SIGNATURE:</b>	/Cynthia Johnson Walden/
<b>DATE SIGNED:</b>	01/04/2019
<b>Total Attachments: 12</b> source=Dartmouth - Diageo North America Inc and Sazerac#page1.tif source=Dartmouth - Diageo North America Inc and Sazerac#page2.tif source=Dartmouth - Diageo North America Inc and Sazerac#page3.tif source=Dartmouth - Diageo North America Inc and Sazerac#page4.tif source=Dartmouth - Diageo North America Inc and Sazerac#page5.tif source=Dartmouth - Diageo North America Inc and Sazerac#page6.tif source=Dartmouth - Diageo North America Inc and Sazerac#page7.tif source=Dartmouth - Diageo North America Inc and Sazerac#page8.tif source=Dartmouth - Diageo North America Inc and Sazerac#page9.tif source=Dartmouth - Diageo North America Inc and Sazerac#page10.tif source=Dartmouth - Diageo North America Inc and Sazerac#page11.tif source=Dartmouth - Diageo North America Inc and Sazerac#page12.tif	

## 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 North America, Inc., a Connecticut corporation located at 801 Main Avenue, Norwalk, Connecticut 06851 (“Assignor”) and Sazerac Brands, LLC, a Delaware limited liability company located at 10101 Linn Station Road, Suite 400, Louisville, KY 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, KY 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 Assignor, 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 (Diageo North America Inc.)]*

Assignor:  
DIAGEO NORTH AMERICA, INC.

By: 

Name: Angélique Crain

Title: Secretary

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

*[Signature Page to Intellectual Property Assignment (Diageo North America, Inc.)]*

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

None



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

None

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

BRAND: POPOV

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	POPOV - Word Block Letters	72/091385	1960-02-23	725706	1961-12-26	Diageo North America, Inc.

BRAND: THE CLUB

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	THE CLUB - Stylised Word	73/642087	1987-01-30	1453449	1987-08-18	Diageo North America, Inc.
United States of America	CENSORED ON THE BEACH - Word Block Letters	73/810651	1989-07-03	1586025	1990-03-06	Diageo North America, Inc.
United States of America	BRING HOME THE CLUB	86/055371	2013-09-04	4466659	2014-01-14	Diageo North America, Inc.

BRAND: SCORESBY

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	SCORESBY - Word Block Letters	77/349805	2007-12-12	3453631	2008-06-24	Diageo North America, Inc.
United States of America	SCORESBY - Stylised Word	72/293214	1968-03-14	872715	1969-07-08	Diageo North America, Inc.

BRAND: RELSKA

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	RELSKA - Word Block Letters	85/007903	2010-04-06	3861065	2010-10-12	Diageo North America, Inc.
United States of America	RELSKA - Stylised Word	71/625202	1952-02-19	570329	1953-02-10	Diageo North America, Inc.

BRAND: GOLDSCHLAGER

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	GOLDSCHLAGER - Stylised Word	74/241257	1992-01-29	1777387	1993-06-15	Diageo North America, Inc.
United States of America	GOLDSCHLAGER - Bottle Get-Up	75/240820	1997-02-07	2187251	1998-09-08	Diageo North America, Inc.

BRAND: BLACK HAUS

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	BLACK HAUS - Word Block Letters	75/022924	1995-11-20	2074482	1997-06-24	Diageo North America, Inc.
United States of America	OLD WORLD FLAVOR BLACK HAUS label	86/227989	2014-03-21	5350826	2017-12-05	Diageo North America, Inc.
United States of America	BLACK HAUS stylized	86/228002	2014-03-21	4624470	2014-10-21	Diageo North America, Inc.

BRAND: GRIND

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	COFFEE GRINDER design	86/449425	2014-11-10	4899366	2016-02-09	Diageo North America, Inc.
United States of America	GRIND - Word block letters	77/768919	2009-06-26	3897820	2010-12-28	Diageo North America, Inc.

BRAND: PIEHOLE

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	PIEHOLE	86/319314	2014-06-24	4733220	2015-05-05	Diageo North America, Inc.
United States of America	GRANDMA USED TO SAY, IT'S PERFECT FOR YOUR PIEHOLE	86/319324	2014-06-24	4814198	2015-09-15	Diageo North America, Inc.
United States of America	SWEET CHERI	86/319342	2014-06-24	4814200	2015-09-15	Diageo North America, Inc.
United States of America	SWEET PEGGY	86/319344	2014-06-24	4814201	2015-09-15	Diageo North America, Inc.
United States of America	FEED YOUR PIEHOLE RESPONSIBLY	86/319349	2014-06-24	4814202	2015-09-15	Diageo North America, Inc.

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	SWEET ASHLEY	86/319351	2014-06-24	4814203	2015-09-15	Diageo North America, Inc.
United States of America	GIRL SITTING ON APPLE PIE device	86/319325	2014-06-24	4,852,130	2015-11-10	Diageo North America, Inc.
United States of America	GIRL SITTING ON CHERRY PIE device	86/319348	2014-06-24	4852131	2015-11-10	Diageo North America, Inc.
United States of America	GIRL SITTING ON PECAN PIE device	86/319353	2014-06-24	4,852,132	2015-11-10	Diageo North America, Inc.
United States of America	PIE on plate with fork	86/319355	2014-06-24	4814204	2015-09-15	Diageo North America, Inc.
United States of America	SLICE OFF A SHOT device	86/326168	2014-07-01	4814251	2015-09-15	Diageo North America, Inc.
United States of America	SLICE OFF A SHOT	86/337838	2014-07-15	4923550	2016-03-22	Diageo North America, Inc.

**BRAND: VO**

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	VO - Word Block Letters	73/348199	1982-02-01	1268730	1984-02-28	Diageo North America, Inc.
United States of America	VO - Stylized Word (2004 version)	78/476354	2004-08-31	3078683	2006-04-11	Diageo North America, Inc.
United States of America	VO CANADIAN - Word Block Letters	78/476363	2004-08-31	3078684	2006-04-11	Diageo North America, Inc.
United States of America	VO GOLD - Word Block Letters (2004 version)	78/476365	2004-08-31	3078685	2006-04-11	Diageo North America, Inc.

**BRAND: PARROT BAY**

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	PARROT BAY - Word Block Letters	76/322081	2001-10-04	2570141	2002-05-14	Diageo North America, Inc.
United States of America	PARROT BAY - Word Block Letters	77/311268	2007-10-23	3435824	2008-05-27	Diageo North America, Inc.
United States of America	PARROT BAY Stylized (2008 Version)	85/825439	2013-01-17	4388096	2013-08-20	Diageo North America, Inc.

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	Parrot - Device in Color (2008 Version)	85/825440	2013-01-17	4388097	2013-08-20	Diageo North America, Inc.
United States of America	Parrot Bay - Bottle (2004 Version)	78/576953	2005-02-28	3232422	2007-04-24	Diageo North America, Inc.
United States of America	Parrot Bay - Bottle (2004 Version)	85/719432	2012-09-04	4437686	4437686	Diageo North America, Inc.
United States of America	PARROT BAY Stylized (2008 Version)	77/477304	2008-05-17	3644710	2009-06-23	Diageo North America, Inc.
United States of America	Parrot - Device in Color (2008 Version)	77/477305	2008-05-17	3644711	2009-06-23	Diageo North America, Inc.
United States of America	PARROT BAY - Word Block Letters	77/303073	2007-10-12	3435740	2008-05-27	Diageo North America, Inc.

**BRAND: MYERS'S**

Country	Mark Name	App. No.	App. Date	Reg. No.	Reg. Date	Owners
United States of America	MYERS'S - Word Block Letters	72/001165	1956-01-20	639814	1957-01-08	Diageo North America, Inc.
United States of America	SHARKBITE - Word Block Letters	73/785235	1989-03-06	1562486	1989-10-24	Diageo North America, Inc.
United States of America	MYERS'S LEGEND - Word Block Letters	75/661966	1999-03-17	2404828	2000-11-14	Diageo North America, Inc.
United States of America	MYERS'S - Stylized	78/577276	2005-03-01	3209660	2007-02-13	Diageo North America, Inc.
United States of America	BARREL AND PALM TREE LANDSCAPE - Label (U.S. Version 2)	71/621055	1951-11-09	567495	1952-12-02	Diageo North America, Inc.
United States of America	BARREL AND PALM TREE LANDSCAPE - Label (U.S. Version 1)	71/344340	1933-12-01	312595	1934-05-01	Diageo North America, Inc.

**DOMAIN NAMES**

blackhaus.info  
blackhaus.mobi  
blackhaus.net  
blackhaus.org

goldschlager.com  
goldschlager.info  
goldschlager.mobi  
goldschlager.ws  
grindespesso.com  
grindessorum.com  
grindespessos.com  
grindespessoshot.com  
grindespessospirit.com  
grindrum.com  
grindshot.com  
myers.biz  
myers.cn  
myers.info  
myersoriginaldark.at  
myers-originaldark.at  
myerss.biz  
myerss.com  
myerss.eu  
myerss.info  
myerss.us  
myerssrum.com  
parrotbay.biz  
parrotbay.com  
parrotbay.info  
parrotbaypix.com  
parrotpix.com  
passport-to-parrotbay.com  
pieholewhiskey.com  
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pieholewiskey.com  
popov.biz  
popov.info  
relska.com  
relska.info  
relska.xxx  
relskavodka.com  
relsky.xxx  
scoresby.xxx  
seagrams5star.cn  
seagrams5star.us  
seagrams83.cn  
seagrams83.us

seagramsfivestar.us  
seagramsvo.asia  
seagramsvo.biz  
seagramsvo.cn  
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seagramsvo.com.hk  
seagramsvo.info  
seagramsvo.us  
seagramsvogold.com  
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vowhiskey.org  
vowhisky.com  
vo-whisky.com  
vowhisky.net  
vowhisky.org

TRADE NAMES:

1. The Club Distilling Company
2. The Grind Distilling Company
3. Parrot Bay Rum Co.
4. Parrot Bay Co.
5. The Piehole Distilling Company
6. Piehole Distilling Company
7. Popov Distilling Co.
8. The Popov Distilling Company
9. The Popov Distilling Co.
10. L. Relsky & Cie
11. Fred L. Myers & Son Co.
12. Fred L. Myers & Son
13. The VO Company
14. The VO Co.
15. The VO Distilling Co.
16. VO Distillery Company
17. VO Distilling Co.
18. The VO Distilling Company
19. Canadian Five Star Distilling Company
20. Canadian 83 Distilling Company