

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634605

<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>
Constellation Brands, Inc.		01/12/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sazerac Brands, LLC		
<b>Street Address:</b>	10101 Linn Station Road, 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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2051144	GRANDE AMBER	
<b>Registration Number:</b>	0692920	PAUL MASSON	
<b>Registration Number:</b>	0897052	PAUL MASSON	
<b>Serial Number:</b>	87453434	WE WILL SELL NO WINE BEFORE ITS TIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	16175425070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Cynthia Johnson Walden		
<b>Address Line 1:</b>	P.O. BOX 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>NAME OF SUBMITTER:</b>	Riva Smith for Cynthia Johnson Walden		
<b>SIGNATURE:</b>	/Cynthia Johnson Walden/		
<b>DATE SIGNED:</b>	03/25/2021		
<b>Total Attachments: 11</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), effective as of January 12, 2021, is made by Constellation Brands, Inc., a Delaware corporation with a business address of 207 High Point Drive, Building 100, Victor, New York 14564 (“**Seller**”), Constellation Brands U.S. Operations, Inc., a New York corporation with a business address of 235 North Bloomfield Road, Canandaigua, New York 14424 (together with Seller, each, an “**Assignor**” and, collectively, “**Assignors**”), and Sazerac Brands, LLC, a Delaware limited liability company, located at 10101 Linn Station Road, Suite 400, Louisville, Kentucky 40223 (together with its successors and assigns, the “**Assignee**”).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement between Assignee and Seller, dated as of June 24, 2020 (the “**Purchase Agreement**”), the Seller Parties are concurrently herewith selling, assigning, conveying, transferring and delivering to Assignee the Purchased Assets;

**WHEREAS**, Assignors hold all right, title and interest in and to the trademarks included in the Purchased Assets set forth on Schedule A (attached hereto and incorporated herein by reference) and all common law rights and the goodwill associated therewith (collectively, the “**Marks**”); and

**WHEREAS**, each Assignor has agreed to assign to Assignee all of the right, title, and interests of such Assignor in and to the Marks, and Assignee has agreed to accept said assignment.

**NOW, THEREFORE**, pursuant to the Purchase Agreement and in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. All capitalized terms used and not otherwise defined in this Trademark Assignment (including the Schedule attached hereto) shall have the same meanings as set forth in the Purchase Agreement.

2. **Assignment**. For the good and valuable consideration recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, its successors and assigns, and Assignee, as the successor to the portion of the ongoing and existing business to which the Marks pertain, hereby accepts from each Assignor, all of the rights, title, and interests of such Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, with the right to recover for damages and profits and all other remedies for past infringements thereof, including without limitation, the following:

- a. The Marks and all issuances, pending applications, extensions, and renewals thereof;

- b. All rights of any kind whatsoever accruing under or relating to the Marks provided by applicable law, by international treaties, and conventions and otherwise, including common law rights; and
- c. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Marks.

**3. Recordation.** Each Assignor hereby authorizes the Commissioner of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee.

**4. Further Assurances.** Each Assignor agrees to, at Assignee's expense, perform any further acts and to execute and provide to Assignee all other documents that may be necessary to effect the assignment of the Marks to Assignee after Assignee's request therefor and to assist Assignee in any manner reasonably necessary and requested by Assignee in connection with the assignment, prosecution, enforcement and maintenance of the Marks.

**5. Purchase Agreement Controls.** Assignee acknowledges that no Assignor makes any representation or warranty with respect to the Marks being conveyed hereby except for those representations and warranties specifically set forth in the Purchase Agreement. The terms and conditions of the Purchase Agreement are incorporated herein by reference. In the event of a conflict or inconsistency between the provisions of this Trademark Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

**6. General Provisions.**

(a) This Trademark Assignment shall be governed by and interpreted and enforced in accordance with the Laws of the State of New York, without giving effect to conflicts of law principles.

(b) This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original. This Trademark Assignment and any counterpart so executed shall be deemed to be one and the same instrument.

*[Signature Page Follows]*

**ASSIGNORS:**

CONSTELLATION BRANDS, INC.

By: SK  
Name: Steven King  
Title: Vice President, Corporate Development

CONSTELLATION BRANDS U.S.  
OPERATIONS, INC.

By: SK  
Name: Steven King  
Title: Authorized Individual

**ASSIGNEE:**

SAZERAC BRANDS, LLC

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

**ASSIGNORS:**

CONSTELLATION BRANDS, INC.

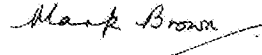
By: \_\_\_\_\_  
Name:  
Title:

CONSTELLATION BRANDS U.S.  
OPERATIONS, INC.

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





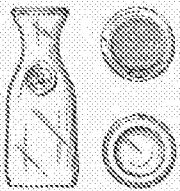

**ASSIGNEE:**


SAZERAC BRANDS, LLC

By:  \_\_\_\_\_  
Name: Mark Brown  
Title: President






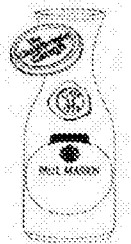
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**SCHEDULE A**


<b>Trademark</b>	<b>Country</b>	<b>Owner of Record</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
PAUL MASSON (and Design): 	Australia	Constellation Brands, Inc.	251151	8/23/1971	251151	8/23/1971
PAUL MASSON	Benelux	Constellation Brands, Inc.	0046915	4/2/1982	0380296	4/2/1982
PAUL MASSON (and Bottle Design): 	Benelux	Constellation Brands, Inc.	0046660	2/16/1982	0379427	2/16/1982
PAUL MASSON (and Crest Design):  PAUL MASSON	Benelux	Constellation Brands, Inc.	0047444	8/12/1982	0383710	8/12/1982
CALIFORNIA EMERALD (and Design): 	Benelux	Constellation Brands, Inc.	47079	5/12/1982	381125	5/12/1982
PAUL MASSON (Carafe device only) 	Benelux	Constellation Brands, Inc.	48624	3/22/1983	387920	3/22/1983
THE CALIFORNIA CARAFE and design (stylized) 	Benelux	Constellation Brands, Inc.	46659	2/16/1982	377947	2/16/1982



Trademark	Country	Owner of Record	App. No.	App. Date	Reg. No.	Reg. Date
PAUL MASSON	Brazil	Constellation Brands, Inc.	006052185	3/4/1969	006052185	2/25/1975
MASSON	Canada	Constellation Brands, Inc.	190567	4/10/1946	UCA24008	4/10/1946
MASSON IMPORT	Canada	Constellation Brands, Inc.	627020	3/9/1989	TMA367375	3/30/1990
PAUL MASSON	Canada	Constellation Brands, Inc.	0342346	4/30/1971	TMA193806	9/7/1973
PAUL MASSON	Canada	Constellation Brands, Inc.	574857	9/10/1985	TMA335921	12/31/1987
PAUL MASSON (and Design): 	Canada	Constellation Brands, Inc.	0183775	2/15/1944	UCA21925	2/15/1944
PAUL MASSON COOLER	Canada	Constellation Brands, Inc.	0696990	1/15/1992	TMA412631	5/21/1993
Chinese characters for PAUL MASSON: 	China	Constellation Brands U.S. Operations, Inc.	7272423	3/23/2009	7272423	8/21/2010
PAUL MASSON	China	Constellation Brands U.S. Operations, Inc.	7256147	3/16/2009	7256147	9/21/2010
PAUL MASSON	Colombia	Constellation Brands, Inc.	05-082517	8/19/2005	312669	3/8/2006
PAUL MASSON	Costa Rica	Constellation Brands, Inc.	2009-0005057	10/6/2009	195870	10/30/2009
MASSON (and Design): 	Denmark	Constellation Brands, Inc.	VA 1970 04849	12/8/1970	VR 1971 03128	11/19/1971
PAUL MASSON (and Bottle Design): 	Denmark	Constellation Brands, Inc.	VA1982006 97	2/16/1982	VR19820386 3	10/29/1982






Trademark	Country	Owner of Record	App. No.	App. Date	Reg. No.	Reg. Date
PAUL MASSON (and Design): 	Denmark	Constellation Brands, Inc.	VA1970048 50	12/8/1970	VR19710312 9	11/19/1971
PAUL MASSON	Estonia	Constellation Brands, Inc.	9306579	7/27/1993	17061	9/26/1995
PAUL MASSON	France	Constellation Brands, Inc.	96615571	3/13/1996	96615571	3/13/1996
PAUL MASSON (and Design): 	France	Constellation Brands, Inc.	1346568	3/14/1986	1346568	3/14/1986
CALIFORNIA EMERALD PAUL MASSON (and Design): 	Germany	Constellation Brands, Inc.	M51470	5/15/1982	1058168	1/5/1984
PAUL MASSON (and Design): 	Germany	Constellation Brands, Inc.	M33574	12/5/1970	951516	11/19/1976
PAUL MASSON (and Bottle design): 	Germany	Constellation Brands, Inc.	M51028	2/19/1982	1068216	9/13/1984
PAUL MASSON THE CALIFORNIA CARAFE (and Bottle Design): 	Germany	Constellation Brands, Inc.	M51514	5/22/1982	1068217	9/13/1984

Trademark	Country	Owner of Record	App. No.	App. Date	Reg. No.	Reg. Date
PAUL MASSON	Hong Kong	Constellation Brands, Inc.	302941885	3/28/2014	302941885	9/23/2014
PAUL MASSON	India	Constellation Brands, Inc.	991020	2/19/2001	320235	2/22/2005
PAUL MASSON	Ireland	Constellation Brands, Inc.	2013/01495	8/15/2013	249400	8/15/2013
PAUL MASSON (and Design): 	Ireland	Constellation Brands, Inc.	115781	8/19/1982	115781	8/19/1982
PAUL MASSON (and Bottle Design): 	Ireland	Constellation Brands, Inc.	115780	2/15/1982	115780	2/15/1982
PAUL MASSON (and Bottle Design): 	Ireland	Constellation Brands, Inc.	249438	8/20/2013	249438	8/19/2013
PAUL MASSON	Israel	Constellation Brands, Inc.	100478	09/01/1995	100478	5/8/1997
MASSON	Japan	Constellation Brands U.S. Operations, Inc.	1964-049364	10/27/1964	714651	7/27/1966

Trademark	Country	Owner of Record	App. No.	App. Date	Reg. No.	Reg. Date
PAUL MASSON	Japan	Constellation Brands, Inc.	2016-019262	2/23/2016	5878603	9/2/2016
PAUL MASSON (and Design): 	Japan	Constellation Brands, Inc.	1964-049366	10/27/1964	0704096	4/13/1966
PAUL MASSON	Korea, Republic of	Constellation Brands, Inc.	40-2003-9574	3/3/2003	40-0587922	7/16/2004
PAUL MASSON	Latvia	Constellation Brands, Inc.	M03403	3/11/2003	M52907	2/20/2004
PAUL MASSON	Mexico	Constellation Brands, Inc.	180444	10/13/1993	447197	11/24/1993
PAUL MASSON	New Zealand	Constellation Brands, Inc.	92374	1/6/1970	92374	7/31/1972
PAUL MASSON	Nigeria	Constellation Brands, Inc.	F/TM/O/2019/162905	11/21/2019		
PAUL MASSON	Norway	Constellation Brands Inc.	201402659	3/5/2014	277440	8/29/2014
PAUL MASSON	OAPI	Constellation Brands Inc.	53142	1/17/2006	53142	1/17/2006
PAUL MASSON	Peru	Constellation Brands, Inc.	232813	2/11/2005	105589	05/13/2005
PAUL MASSON	Poland	Constellation Brands U.S. Operations, Inc.	Z.086774	11/17/1988	65480	1/12/1991
PAUL MASSON	Puerto Rico	Constellation Brands, Inc.	6657	6/10/1971	0017016	6/10/1971
PAUL MASSON	Russian Federation	Canandaigua Wine Company Inc.	92007994	12/2/1992	119880	9/5/1994
PAUL MASSON	Singapore	Constellation Brands, Inc.	T0000713A	1/18/2000	T0000713A	2/14/2002
PAUL MASSON	South Africa	Constellation Brands, Inc.	200601013	1/6/2006	200601013	11/24/2008

Trademark	Country	Owner of Record	App. No.	App. Date	Reg. No.	Reg. Date
PAUL MASSON	Sweden	Constellation Brands, Inc.	2012/09061	12/13/2012	511549	3/15/2013
PAUL MASSON (and Bottle Design): 	Sweden	Constellation Brands, Inc.	2012/09064	12/13/2012	511550	3/15/2013
MASSON	Switzerland	Constellation Brands, Inc.	05391/1984	10/05/1984	CH 2P-335126	11/27/1984
PAUL MASSON	Switzerland	Constellation Brands, Inc.	51644/2014	2/10/2014	CH 658081	5/2/2014
THE CALIFORNIA CELLARS CARAFE FROM PAUL MASSON (Stylized):  <i>The California Carafe</i> from PAUL MASSON	Switzerland	Constellation Brands, Inc.	01003/1982	1/10/1983	2P-323297	5/24/1983
PAUL MASSON	Taiwan	Constellation Brands, Inc.	79049477	11/14/1990	524674	6/1/1991
PAUL MASSON	Ukraine	Constellation Brands, Inc.	93030941	03/22/1993	6870	3/29/1996
PAUL MASSON THE CALIFORNIA CARAFE (and Bottle Design): 	Ukraine	Constellation Brands, Inc.	93062860	06/17/1993	9138	12/25/1997
MASSON LIGHT	United Kingdom	Constellation Brands, Inc.	1246220	7/16/1985	1246220	7/16/1985
PAUL MASSON	United Kingdom	Constellation Brands, Inc.	1156111	6/19/1981	1156111	6/19/1981
PAUL MASSON	United Kingdom	Constellation Brands, Inc.	901082	10/31/1966	901082	10/31/1966

Trademark	Country	Owner of Record	App. No.	App. Date	Reg. No.	Reg. Date
PAUL MASSON (and Design):  PAUL MASSON	United Kingdom	Constellation Brands, Inc.	1172344	03/29/1982	1172344	03/29/1982
PAUL MASSON BLUSH WINE	United Kingdom	Constellation Brands, Inc.	1241772	5/13/1985	1241772	5/13/1985
PAUL MASSON CALIFORNIA CARAFE (Stylized): 	United Kingdom	Constellation Brands, Inc.	1156113	6/19/1981	1156113	6/19/1981
SINCE 1852 PAUL MASSON (and Bottle Design): 	United Kingdom	Constellation Brands, Inc.	1156112	6/19/1981	1156112	6/19/1981
GRANDE AMBER	United States	Constellation Brands, Inc.	74540280	6/20/1994	2051144	4/8/1997
PAUL MASSON	United States	Constellation Brands, Inc.	72062571	11/17/1958	0692920	2/9/1960
PAUL MASSON	United States	Constellation Brands, Inc.	72350031	1/30/1970	0897052	8/18/1970
WE WILL SELL NO WINE BEFORE ITS TIME	United States	Constellation Brands, Inc.	87453434	5/17/2017		
PAUL MASSON	Uruguay	Constellation Brands, Inc.	324472	12/17/1969	415728	12/17/1969
PAUL MASSON	Uruguay	Constellation Brands, Inc.	324473	12/17/1969	415729	12/17/1969
PAUL MASSON	WIPO: Australia, Cuba, EU, and Japan	Constellation Brands, Inc.	893036	8/2/2006	893036	8/2/2006