

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert Denton & Co., Ltd		04/27/2000	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	Jim Beam Brands Co.
Street Address:	510 Lake Cook Road
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2119088	PARADISO

CORRESPONDENCE DATA	
Fax Number:	(312)616-5700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-616-5652
Email:	lsullivan@leydig.com
Correspondent Name:	Leydig Voit & Mayer, Ltd.
Address Line 1:	Two Prudential Plaza, 180 N. Stetson
Address Line 2:	Suite 4900
Address Line 4:	Chicago, ILLINOIS 60601-6780

ATTORNEY DOCKET NUMBER:	227073
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NAME OF SUBMITTER:	Lynn A. Sullivan
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Total Attachments: 8
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ASSET PURCHASE AGREEMENT

Agreement entered into and effective as of April 27, 2000 (the "Effective Date") by and among Jim Beam Brands Co., a Delaware corporation located at 510 Lake Cook Road, Deerfield, Illinois 60015 ("Beam"), Robert J. Denton, an individual residing at 479 Fox River Drive, Bloomfield Hills, Michigan 48013 ("Denton"), Marilyn S. Smith, an individual residing at 479 Fox River Drive, Bloomfield Hills, Michigan 48013 ("Smith") (Denton and Smith are collectively referenced as "Shareholders"), and Robert Denton and Company Limited, a Michigan corporation located at 2724 Auburn Road, Auburn Hills, Michigan 48326 (the "Company") (Shareholders and the Company are collectively referenced as "Denton Parties").

The Company is engaged in the distribution and marketing of tequila products, and the Company has obtained exclusive distribution rights to the El Tesoro brand around the world (except in Mexico) and the Chinaco brand in the United States (each a "Brand" and jointly the "Brands") from their respective suppliers (the "Business");

Beam is engaged in the manufacture, distribution and sale of beverage alcohol products, and has exclusive rights to distribute the Brands in the U.S. pursuant to an Exclusive Distributorship and Supply Agreement with the Company dated as of October 24, 1994, as amended (the "Exclusive Distributorship Agreement");

Denton and Smith are the only shareholders of the Company;

The Company desires to sell its interests in and rights to import and distribute the Brands, and all associated trademarks and goodwill in and to the Brands, as well as certain related assets, and Beam desires to purchase such interests, rights and assets;

Therefore, Beam, Shareholders and the Company agree as follows:

ARTICLE I

SALE AND PURCHASE OF ASSETS

1.01 Sale and Purchase of Assets.

(a) Subject to the terms and conditions of this Agreement, and in reliance on the representations and warranties in this Agreement, on the Closing Date (defined below) the Company will sell, convey, transfer and deliver to Beam and Beam will purchase and acquire, all of the assets, tangible and intangible, owned or used by the Company in the Business or pertaining to the Brands (except for the Excluded Assets, as

location on the Worldwide Web established or maintained by the Company (the "Web Site"); and

(x) All good will and going concern value of the Intellectual Property and the Brands.

(b) The assets to be sold by the Company are referred to collectively as the "Assets".

(c) The Denton Parties shall use their best efforts, and Beam will use its best efforts and will cooperate with the Denton Parties, to obtain all consents and approvals necessary to sell, assign and transfer to Beam all such Assets.

ARTICLE II

PURCHASE PRICE

2.01 Purchase Price for the Assets.

(a) Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties in this Agreement and in consideration for the sale, conveyance and transfer of the Assets, Beam will pay to the Company at Closing:

4.10 Intellectual Property. Set forth on Schedule 1.01(a)(v) is a description or identification of all of the registered Intellectual Property. There are no patents, patent pending applications or patent licenses used in or pertaining to the Brands. Except as set forth on Schedule 1.01(a)(v), the Company is not a licensor in respect of any Intellectual Property. Except as set forth on Schedule 1.01(a)(v) or in this Section 4.10, Company owns or possesses adequate licenses, authority and other rights to use all Intellectual Property necessary to conduct the Business as now conducted and the Company has the right to transfer and assign the Intellectual Property related to the Brands owned by, licensed by or registered in the name of the Company to Beam as contemplated in this

defined in Section 1.02 below), including the following:

(v) All trademarks, service marks, trademark and service mark registrations and applications therefor and the good will associated therewith, trade dress, government label and formula approvals and registrations to the extent the same are transferable, copyrights, label designs, graphics, images, licenses, technical trade secrets, drawings, specifications, formulas, inventions, know-how, other confidential information and other proprietary and intellectual property rights and interests owned by or licensed by Denton Parties in connection with the Brands, including such items listed on Schedule 1.01(a)(v) (collectively, the "Intellectual Property");


Except as set forth on Schedule 1.01(a)(v) or in this Section 4.10, no contract, agreement or understanding with any party exists that would impede the assignment to Buyer of the right, title and interests of Denton Parties in and to the Intellectual Property. Except as set forth on Schedule 1.01(a)(vi), there are no infringements or threats of infringement related to Denton Parties' right, title and interest in the Intellectual Property and Denton Parties' use of the Intellectual Property is not infringing or otherwise in violation of any Intellectual Property rights of third parties.

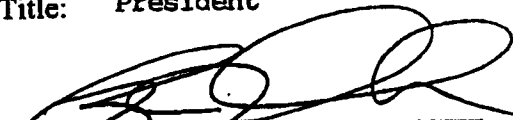
The parties have executed this Agreement by duly authorized officers intending to be bound as of the Effective Date.

JIM BEAM BRANDS CO.

ROBERT DENTON & CO., LTD.

By: _____
Name:
Title:

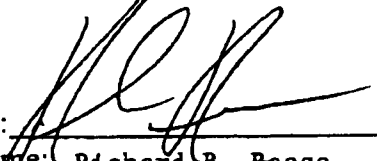
By: 
Name: Robert J. Denton
Title: President


ROBERT L. DENTON


MARILYN S. SMITH

The parties have executed this Agreement by duly authorized officers intending to be bound as of the Effective Date.

JIM BEAM BRANDS CO.

By: 
Name: Richard B. Reese
Title: President and Chief Executive Officer

ROBERT DENTON & CO., LTD.

By: _____
Name:
Title:

ROBERT J. DENTON

MARILYN S. SMITH

Schedule 1.01(a)(v)

- U.S. Trademark registration for El Tesoro Paradiso

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