

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Koninklijke De Kuyper B.V.		12/15/2010	CORPORATION:
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2665405	PUCKER	
Registration Number:	2535369	PUCKER	
CORRESPONDENCE DATA			
Fax Number:	(312)616-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademark@leydig.com		
Correspondent Name:	Claudia W. Stangle		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	271458		
NAME OF SUBMITTER:	Claudia W. Stangle		
Signature:	/Claudia W. Stangle/		
Date:	12/23/2010		

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Total Attachments: 3

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Schedule C

to
Asset Purchase And Intellectual Property Assignment Agreement
by
Koninklijke De Kuyper B.V. and Jim Beam Brands Co.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of 15 December, 2010 (this "Assignment") by Koninklijke De Kuyper B.V., a Netherlands corporation with its principal office at P.O. Box 62, 3100AB Scheidam, The Netherlands ("Assignor"), and Jim Beam Brands Co., a Delaware, U.S.A. corporation with its principal office at 510 Lake Cook Road, Deerfield, Illinois 60015 U.S.A. ("Assignee").

In consideration of the mutual agreements contained in this assignment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor and Assignee agree to the following:

1. **Trademarks.** Trademarks shall include but are not limited to: (i) registered trademarks as listed in Exhibit 1; (ii) trademark applications for registrations which are pending; (iii) domain names incorporating the Trademarks; (iv) trade names; (v) common law marks; and (vi) the goodwill associated with those trademarks, together with Assignor's rights, remedies against infringements of those rights, and rights to protection of interests in those trademarks under the Laws (collectively, the "Trademarks").
2. **Assignment.** Assignor owns the Trademarks and sells, assigns, conveys, grants and transfers to Assignee the following:
 - a. Assignor's entire worldwide rights, title and interest in and to the Trademarks, whether or not registered or issued as of the date of this Assignment, and any and all renewals and extensions (or any legal equivalent), together with all goodwill associated with the Trademarks;
 - b. all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any related claims including, but not limited to, dilution, unfair competition or passing off) of any Trademarks which occurred prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and
 - c. all rights corresponding to the Trademarks, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
3. **Costs.** Assignor and Assignee shall bear their own legal advisor costs, if any. Costs and expenses relating to this Assignment and any official fees or costs in relation to the recordal of this Assignment shall be borne by the Assignee.
4. **Further Assurance.** Assignor agrees that it shall do, execute, acknowledge and deliver all agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated.
5. **Enforceability.** If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised.

from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated in this Assignment as so modified or restricted, or as if such provision had not been originally incorporated in this Assignment, as the case may be.

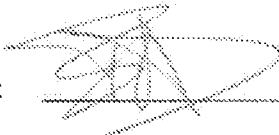
6. **Amendment.** This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.
7. **GOVERNING LAW.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICT OF LAWS.
8. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same assignment.
9. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

Assignor (Koninklijke De Kuypar B.V.)

Assignee (Jim Beam Brands Co.)

Sign:



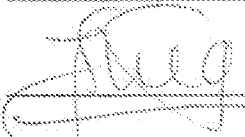
Print:

J. VAN DOESBURGH

Title:

CEO

Attest:



Print:

D. Reuse

Title:

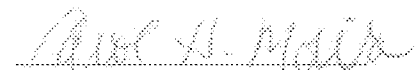
Sec. to the Board

Sign:



Kevin George, Senior Vice President
and Global Chief Marketing Officer



Attest:



Carol H. Morita, Associate General
Counsel

EXHIBIT 1
Trademark Assignment
 by
 Koninklijke De Kuyper B.V. and Jim Beam Brands Co.

Trademarks

Device	Owners	Country	Status	Mark	Application No.	Application Date	Registration No.	Registration Date	Goods/Services (All)
	Koninklijke De Kuyper B.V. TA De Kuyper Royal Distillers PRIVATE LIMITED COMPANY NETHERLANDS	United States	Registered	PUCKER	7817197	12/7/2000	2685465	10/24/2002	35 - ALCOHOLIC BEVERAGES, NAMELY LIQUEURS AND CORDIALS
	Koninklijke De Kuyper B.V. TA De Kuyper Royal Distillers Netherlands Private Limited Liability Company	United States	Registered	PUCKER (Word Only)	7808850	8/1/1995	2555459	2/5/2002	35 - LIQUEURS
	Koninklijke De Kuyper B.V., Tambien Comerciando Como De Kuyper Royal Distillers	Mexico	Registered	PUCKER	464418	10/26/2000	709751	7/25/2001	35 - ALCOHOLIC BEVERAGES
	Koninklijke De Kuyper B.V., Tambien Comerciando Como De Kuyper Royal Distillers	Mexico	Registered	PUCKER (Word Only)	464416	10/26/2000	696038	4/25/2001	35 - ALCOHOLIC BEVERAGES
	Koninklijke De Kuyper B.V.	Consumer Trademarks	Registered	PUCKER (Word Only)	1908484	11/7/2001	1908484	8/21/2005	35 - ALCOHOLIC DRINKS OTHER THAN BEERS
	Koninklijke De Kuyper B.V.	International Register	Registered	PUCKER (Word Only)	N/A	N/A	555659	1/30/2008	35 - ALCOHOLIC DRINKS OTHER THAN BEERS