

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
Skinny Girl Cocktails LLC		03/17/2011	LIMITED LIABILITY COMPANY: DELAWARE
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:	3812197	SKINNYGIRL	
CORRESPONDENCE DATA			
Fax Number:	(312)827-8185		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	chicago.trademarks@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	3715908-16		
NAME OF SUBMITTER:	Cristiana Huynh		
Signature:	/cristiana huynh/		
Date:	03/24/2011		

CH \$40.00 3812197

Total Attachments: 11

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Intellectual Property Assignment Agreement

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of March 17, 2011 (the “**Effective Date**”), is made by and between Skinny Girl Cocktails LLC, a Delaware limited liability company (“**Seller**”) and Jim Beam Brands Co., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of the Effective Date (the “**Purchase Agreement**”).

Under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with international, national, federal and state government authorities including, but not limited to, with respect to individual registered trademarks and copyrights, and applications for the foregoing, the U.S. Patent and Trademark Office and the U.S. Copyright Office.

By virtue of the Purchase Agreement, Buyer is the successor to the ongoing and existing portion of the business of Seller to which the Trademarks (as defined below) assigned herein pertain.

NOW THEREFORE, for good and valuable consideration, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees as follows:

1. Assignment. Seller hereby conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**IP Assets**”):
 - (a) the trademark registrations and applications set forth in Schedule 1 hereto, solely to the extent they cover International Class 33 (or its equivalent Class, or equivalent goods to the extent the country does not use Class designations), together with the goodwill symbolized thereby, and all issuances, extensions and renewals thereof (the “**Trademarks**”);
 - (b) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);
 - (c) the domain names and registrations thereof set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the “**Domain Names**”);

- (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (f) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Seller authorizes the Commissioner for Trademarks and the Register of Copyrights and any other international, national, federal and state government officials to record and register this IP Assignment upon request by Buyer.
 3. Terms of the Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Seller does not make any additional representations or warranties with respect to the Purchased Assets to Buyer in addition to those made under the Purchase Agreement pursuant to this Agreement.
 4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.
 5. Governing Law. This IP Assignment shall be governed by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have caused this IP Assignment to be duly executed as of the date first above written.

SKINNY GIRL COCKTAILS
LLC

By _____

Name: David A. Kanbar
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

JIM BEAM BRANDS CO.

By _____

Name:
Title:

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 004504 FRAME: 0471

IN WITNESS WHEREOF, Seller and Buyer have caused this IP Assignment to be duly executed as of the date first above written.

SKINNY GIRL COCKTAILS
LLC

By _____

Name: David A. Kanbar
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

JIM BEAM BRANDS CO.



By 

Name: *Kenton R. Rose*
Title: *SVP, GC & CAD*

[Signature Page to Intellectual Property Assignment]

Schedule 1

Trademarks

<u>Country:</u>	<u>Mark:</u>	<u>Reg. No./ Serial No.</u>	<u>Goods/Services Assigned:</u>
United States	SKINNYGIRL	Reg. No. 3,812,197 77/979,589	International Class (“IC”) 33 – Prepared alcoholic cocktails
United States	SKINNYGIRL	77/621,838	IC 33 – Alcoholic cocktail mixes
United States	 (“Skinny Girl Logo”)	85/132,633	IC 33 – Alcoholic cocktail mixes
United States	 (“Skinny Girl Logo”)	85/132,626	IC 33 – Prepared alcoholic cocktails
United States	SGC	77/935,766	IC 33 – Cordials
United States	SGM	77/935,761	IC 33 – Cordials
United States	JANE DALY	85/087,241	IC 33 – Prepared alcoholic cocktail
United States	SKINNYMINI ¹	85/262,923	IC 33 – Prepared alcoholic cocktail
Australia	SKINNYGIRL	Reg. No. 1300478 1300478	IC 33 – Prepared alcoholic cocktails; alcoholic cocktail mixes
Canada	SKINNYGIRL	App. No. 1429470	Prepared alcoholic cocktails, alcoholic cocktail mixes
Dominican Republic	SKINNYGIRL	Reg. No. 183931 2010-20528	IC 33 – prepared alcoholic cocktails, alcoholic cocktail mixes
European Union	SKINNYGIRL	Reg. No. 008221517 008221517	IC 33 – Prepared alcoholic cocktails; alcoholic cocktail mixes
Hong Kong	SKINNYGIRL	Reg. No.	IC 33 – Alcoholic cocktail mixes;

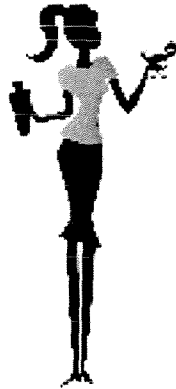
¹ The drawing associated with Application Ser. No. 85/262,923 originally reflected the mark as SKINNY MINI. However, Seller is in the process of amending the drawing to reflect the mark as SKINNYMINI.

<u>Country:</u>	<u>Mark:</u>	<u>Reg. No./ Serial No.</u>	<u>Goods/Services Assigned:</u>
		301705284	prepared alcoholic cocktails
India	SKINNYGIRL	2019424	IC 33 – Alcoholic cocktail mixes; prepared alcoholic cocktails
Japan	SKINNYGIRL	Reg. No. 5296113 2009-38039	IC 33 – (Prepared Alcoholic) cocktails, (alcoholic) cocktail mixes, alcoholic beverages except beer, Japanese liquors [in general], Western liquors [in general], alcoholic beverages of fruit, Chinese liquors [in general], flavored tonic liquors
Mexico	SKINNYGIRL	1116571	IC 33 – Alcoholic cocktail mixes; prepared alcoholic cocktails
New Zealand	SKINNYGIRL	829809	IC 33 – Alcoholic cocktail mixes; prepared alcoholic cocktails
Panama	SKINNYGIRL	193160-01	IC 33 – Alcoholic cocktail mixes; prepared alcoholic cocktails
Puerto Rico	SKINNYGIRL	72819	IC 33 – Alcoholic cocktail mixes; prepared alcoholic cocktails
Virgin Islands	SKINNYGIRL	None Assigned	IC 33 – Alcoholic cocktail mixes; prepared alcoholic cocktails
Virgin Islands	SKINNYGIRL	None Assigned	IC 43 – Alcoholic cocktail mixes; prepared alcoholic cocktails

Schedule 2

Copyrights

- A 50% undivided interest in the copyright in and to the Silhouette Logo (below) as evidenced by that certain Copyright Registration (VA 1-738-951) dated September 15, 2010.



- The copyright in and to all content contained on the Skinnygirl Cocktails Web site at www.skinnygirlcocktails.com, Skinnygirl Margarita Facebook page at www.facebook.com/SkinnygirlMargarita and the Skinnygirl Margarita Twitter page at <http://twitter.com/skinnygirlmarg>.
- The copyright in and to the Inventory, including, without limitation, the copyright in and to all marketing materials, point of sale displays, etc.
- The copyright in and to the retailer database, including, without limitation, all source code, software and data.
- The copyright in and to all materials created by Moxie and assigned to Seller, or considered work-made-for-hire and owned by Seller, pursuant to the Moxie Assignment and the agreement between Seller and Moxie dated February 13, 2009.
- The copyright in and to the following modified Skinnygirl logos:



- The copyright in and to all photographic images of Frankel taken by Sergio Kurhajec and assigned to Seller, or considered work-made-for-hire and owned by Seller, pursuant to the Sergio Kurhajec Agreement.
- The copyright in and to all photographic images of Frankel taken by Arthur Cohen and assigned to Seller, or considered work-made-for-hire and owned by Seller, pursuant to the Arthur Cohen Agreement.
- The copyright in and to all labels owned by Seller, including all labels submitted to the TTB for approval and all mock-ups of labels (representative images set forth below), subject to the disclaimer set forth in Section 4.11(b) of the Disclosure Schedules relating to the mark POMOPOLITAN:



Skinnygirl™
POMOPOLITAN



Skinnygirl™
Sangria

POMEGRANATE COSMOPOLITAN

MADE WITH SUPER PREMIUM VODKA
WITH NATURAL FLAVORS ADDED

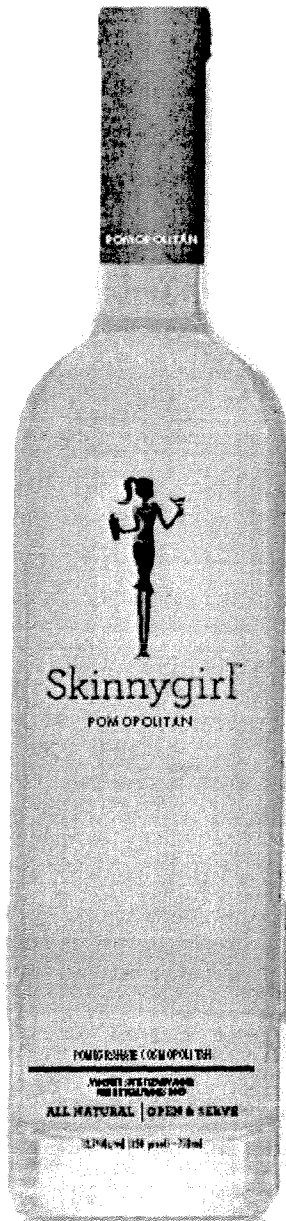
ALL NATURAL | OPEN & SERVE

12.5% Alc/vol (25° proof) • 750 ml

MADE WITH A BLEND OF FRENCH AND SPANISH WINE
WITH NATURAL FLAVORS ADDED

ALL NATURAL | OPEN & SERVE

10.5% Alc/vol (21° proof) • 750 ml



DISTRIBUTOR CREATED MATERIALS

- All trademarks, copyrights, and Product IP (as defined in the Distributor Agreement, dated March 17, 2010, between Seller and Palm) used or created by Palm pursuant to and in accordance with Section 15 of the Distributor Agreement, dated March 17, 2010, between Seller and Palm.

DESIGNS

Design of the 750ml bottle mold

Schedule 3

Domain Names

DOMAIN NAMES

www.skinnygirlcocktail.com
www.cocteleschicaflaca.com
www.margaritachicaflaca.com
www.pcosmo.com
www.pomapolitan.com
www.pomcosmo.com
www.pomegranatecosmo.com
www.pomegranatecosmopolitan.com
www.skinnygirlcocktails.com
www.skinnygirlcosmo.biz
www.skinnygirlcosmo.com
www.skinnygirlcosmo.info
www.skinnygirlcosmo.net
www.skinnygirlcosmopolitan.com
www.skinnygirlcosmos.com
www.skinnygirlmargarita.com
www.skinnygirlmojito.com
www.skinnygirlmojitos.com
www.skinnygirlsangria.com
www.skinnygirlscocktails.com
www.skinnygirlscocktails.info
www.skinnygirlscocktails.net
www.skinnygirlscocktails.org
www.skinnygirlscosmo.com
www.skinnygirlsmargarita.com
www.skinnygirlsmojito.com
www.skinnygirlsparkler.com
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SOCIAL MEDIA

www.facebook.com/SkinnygirlMargarita
<http://twitter.com/skinnygirlmarg>