

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
Premier Innovations Group		08/28/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Superior Wines and Liquors, Inc.		
Street Address:	P.O. Box 809013		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75380-9013		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4112126	GHOST	
CORRESPONDENCE DATA			
Fax Number:	2146616609		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-953-5902		
Email:	cbutzeripdocket@jw.com		
Correspondent Name:	Carl C. Butzer		
Address Line 1:	901 Main Street, Suite 6000		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	105546.41		
NAME OF SUBMITTER:	Carl C. Butzer		
Signature:	/Carl C. Butzer/		
Date:	11/28/2012		
Total Attachments: 2 source=Beam Premier GHOST Mark Trademark Assignment 2012#page1.tif source=Beam Premier GHOST Mark Trademark Assignment 2012#page2.tif			

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TRADEMARK ASSIGNMENT

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This Trademark Assignment (the "Agreement") is dated and executed on the Effective Date (as defined below) by and between Superior Wines and Liquors, Inc., a Missouri corporation ("SUPERIOR") and Premier Innovations Group, 6070 W. Liberty, Hubbard, OH 44425 ("PREMIER"). SUPERIOR and PREMIER are collectively referred to herein as the "Parties."

WHEREAS, PREMIER is the owner of all right, title and interest in and to the trademark GHOST (the "GHOST Mark") and the federal registration thereto, U.S. Federal Trademark Reg. No. 4,112,125 (the "Registration"); and

WHEREAS, SUPERIOR desires to acquire all right, title and interest in and to the GHOST Mark and the Registration, together with the goodwill of the business symbolized by the GHOST Mark;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT, ADEQUACY AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED AND CONFESSED, THE PARTIES AGREE AS FOLLOWS:

1. PREMIER hereby sells, assigns and transfers to SUPERIOR all right, title and interest in and to the GHOST Mark and the Registration, and the goodwill of the business associated with and symbolized by the GHOST Mark and Registration, together with the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the GHOST Mark in the United States; the same to be held and enjoyed by SUPERIOR for its own use and behalf, and its legal representatives, successors and assigns as the same would have been held by PREMIER had this assignment not been made.
2. PREMIER warrants that no assignment, sale, agreement or encumbrance has been made or entered into which would conflict with this Agreement or the matters contemplated hereby. At the request of SUPERIOR, its successors, designees, and/or assigns, PREMIER will, without additional consideration, timely execute all papers and perform such other acts, as SUPERIOR, its successors, designees or assigns, deem necessary to ensure that the purposes and intent of this Agreement are otherwise effectuated.
3. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Texas and the United States of America, without regard to conflict of law principles. Exclusive jurisdiction for any action, suit, or proceeding arising out of or relating to this Agreement or its subject matter shall only be in federal or state court, as

applicable, in Dallas County, Texas. The Parties hereby irrevocably and unconditionally: (i) consent to submit to the jurisdiction of the courts of the State of Texas and of the United States of America located in Dallas County, Texas for any action, suit, or proceeding arising out of or relating to this Agreement or its subject matter (and the Parties hereby irrevocably and unconditionally agree not to commence any such action, suit, or proceeding except in such courts); (ii) waive any objection to the laying of venue of any such action, suit, or proceeding in any such courts; and (iii) waive and agree not to plead or claim that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, in actions seeking to enforce any order or any judgment of such federal or state courts located in Texas, such personal jurisdiction shall be nonexclusive. PREMIER acknowledges that its failure to satisfy its obligations under this Agreement will result in immediate and irreparable damage to SUPERIOR and to the rights of SUPERIOR's successors, designees, licensees and assignees. PREMIER acknowledges and admits that there is no adequate remedy at law for such failure, and PREMIER agrees that in the event of such failure SUPERIOR shall be entitled to equitable relief by way of temporary and permanent injunctions and such other further relief as a court may deem just and proper. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which SUPERIOR may be entitled under this Agreement or otherwise. It is further expressly agreed and understood that this Agreement: (i) constitutes the entire agreement of the Parties concerning the subject matter hereof; (ii) embodies, merges and integrates all prior and current agreements and understandings of the Parties concerning the subject matter hereof; (iii) may not be clarified, modified, changed or amended, except in writing signed by authorized representatives of the Parties; (iv) is executed without reliance upon any oral, written, express or implied representations, statements, promises, warranties or other inducement of any nature or sort made by any person or party hereto other than as is expressly set forth herein; (v) shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and assigns, and all parties in privity with or claiming under them; (vi) shall not be construed against any Party on the basis that the Agreement was drafted by or on behalf of any Party; and (vii) may be executed in several counterparts, all of which taken together shall constitute one single agreement. A copy of the Agreement, or of a signature hereto, shall have the same force and effect as the original. PREMIER may not assign its rights or obligations under this Agreement. This Agreement shall be binding upon PREMIER's affiliates, parent companies, and related companies. SUPERIOR may assign its rights or obligations under this Agreement.

Executed effective the _____ day of _____, 2012 (the "Effective Date").

Superior Wines and Liquors, Inc.

Premier Innovations Group

By: Alan N. Greenspan
(Printed Name)

By: NOAH COHEN
(Printed Name)

[Signature]
(Signature)

[Signature]
(Signature)

Title: EVP and General Counsel

Title: President

STATE OF Texas §
COUNTY OF Dallas §

STATE OF Pennsylvania §
COUNTY OF Allegheny §

BEFORE ME, the undersigned authority, on this day personally appeared Alan N. Greenspan known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

BEFORE ME, the undersigned authority, on this day personally appeared NOAH COHEN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 27 day of September, 2012.

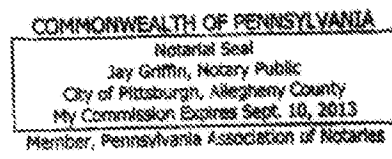
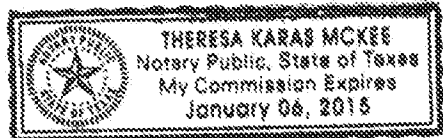
GIVEN under my hand and seal of office this 28th day of August, 2012.

Theresa Karas McKee
(Printed Name of Notary)/(Seal)

[Signature]
(Printed Name of Notary)/(Seal)

My Commission Expires: January 06, 2015

My Commission Expires: Sept 10th 2013



[Handwritten initials]