

## 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
A Kieran Collection LLC		12/04/2012	LIMITED LIABILITY COMPANY: MINNESOTA
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: 7			
Property Type	Number	Word Mark	
Serial Number:	85570662	SKINNY GINGER	
Serial Number:	85074209	THE SKINNY GINGER	
Serial Number:	85246770	WEE GINGER	
Serial Number:	85199355	2 GINGERS	
Serial Number:	85570706	BIG GINGER	
Serial Number:	77490677	BIG GINGER	
Serial Number:	85756970	BRING YOUR OWN LUCK	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	Leydig, Voit & Mayer, Ltd.		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		

CH \$190.00 85570662

Address Line 2: Suite 4900; ATTN: Claudia W. Stangle  
Address Line 4: Chicago, ILLINOIS 60601-6731

ATTORNEY DOCKET NUMBER:	277398
NAME OF SUBMITTER:	Claudia W. Stangle
Signature:	/Claudia W. Stangle/
Date:	12/26/2012

**Total Attachments: 11**

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**TRADEMARK AND COPYRIGHT ASSIGNMENT**

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (the "Assignment") is entered into as of this 4th day of December, 2012 (the "Effective Date") by and between A **Kieran Collection LLC** and **2 Gingers Whiskey Company LLC**, both Minnesota limited liability companies having an address of 23 S.E. 4<sup>th</sup> Street, Suite 217, Minneapolis, Minnesota 55414 USA, together with their successors and assigns (hereinafter collectively the "Assignor"), on the one hand, and **Jim Beam Brands Co.**, a Delaware corporation having an address of 510 Lake Cook Road, Deerfield, Illinois 60015 USA, together with its successors and assigns (hereinafter the "Assignee"), on the other hand.

**RECITALS:**

WHEREAS, Assignor is the owner of certain trademarks, domain names, related trade dress rights, and copyrights which relate exclusively to Assignor's "2 GINGERS" brand in the United States, namely, (i) registered trademarks, (ii) pending trademark applications for registration, (iii) domain name registrations, (iv) trade names, (v) common law trademarks (vi) trade dress and (vii) registered and unregistered copyrights, including but not limited to those trademarks and copyrights listed in Schedule A attached hereto (collectively, the "Trademarks and Copyrights").

WHEREAS, Assignee is the successor in interest to that portion of Assignor's business to which said Trademarks and Copyrights pertain, the business is ongoing and existing, and Assignee is desirous of acquiring said Trademarks and Copyrights thereto.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, Assignor's right, title and interest in the Trademarks and Copyrights, together with the goodwill symbolized by such Trademarks and Copyrights.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks and Copyrights, whether or not such Trademarks and Copyrights have been registered as of the date of this Assignment, and any and all renewals and extensions of such registered Trademarks and Copyrights (or any legal equivalent) thereof for the full term or terms for which the same may be granted, together with all goodwill associated with such Trademarks and Copyrights;

(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 and Copyrights 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 and Copyrights, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Costs. The legal and other 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.

3. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all documents, agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transfer of all intellectual property to Assignee relating to the "2 GINGERS" brand and products. By way of example, Assignor agrees that it shall provide or obtain from third parties any additional documents and/or assistance that may be necessary to assign/transfer any and all rights in all intellectual property and related items, including but not limited to trademarks, copyrights, images, videos, photos, likenesses, and the like, relating to the "2 GINGERS" brand and products to Assignee, whether or not said intellectual property and related items are currently owned by Assignor.

4. 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 herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

5. Amendment. This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.

6. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

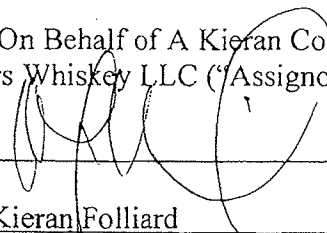
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be effective as of the Effective Date noted above.

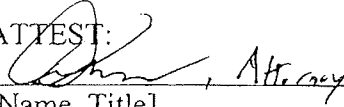
For and On Behalf of A Kieran Collection LLC and  
2 Gingers Whiskey LLC ("Assignor")

By: 

Name: Kieran Folliard

Title: Chief Manager

ATTEST:

 Attorney  
[Name, Title]  
David M. Cremons

For and On Behalf of Jim Beam Brands Co.  
("Assignee")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[Name, Title]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be effective as of the Effective Date noted above.

For and On Behalf of A Kieran Collection LLC and  
2 Gingers Whiskey LLC ("Assignor")

By: \_\_\_\_\_


Name: Kieran Folliard

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[Name, Title]

For and On Behalf of Jim Beam Brands Co.  
("Assignee")

By: 

Name: Brendan Lynch

Title: Sr. Dir. N.A. Strategy + Res. Management

ATTEST:

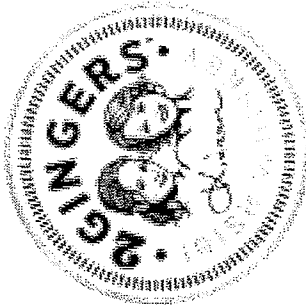
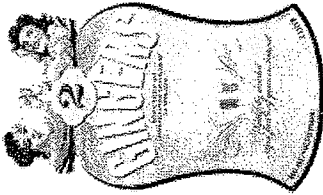
  
[Name, Title] Anyssa Wilcox Olson  
Asst. Gen. Counsel

Schedule A

I. Trademarks

Mark	App. No./Date Filed	Reg. No./Date Reg.	List of Goods	Status	Current Owner
UNITED STATES SKINNY GINGER	85/570662/ Mar. 15, 2012	N/A	Alcoholic beverage produced from a brewed malt base with natural flavors in Class 33	Pending	A Kieran Collection LLC
THE SKINNY GINGER	85/074209/June 29, 2010	4035953/Oct. 4, 2011	Alcoholic beverages except beers in Class 33	Registered	A Kieran Collection LLC
WEE GINGER	85/246770/Feb. 18, 2011	N/A	Alcoholic beverages except beers in Class 33	Pending	A Kieran Collection LLC
2 GINGERS	85/199355/Dec. 16, 2010	4154926/June 5, 2012	Whiskey in Class 33	Registered	A Kieran Collection LLC
BIG GINGER	85/570706/Mar. 15, 2012	N/A	Alcoholic beverage produced from a brewed malt base with natural flavors in Class 33	Pending	A Kieran Collection LLC
BIG GINGER	77/490677/June 4, 2008	3662647/Aug. 4, 2009	Alcoholic beverages except beers in Class 33	Registered	A Kieran Collection LLC
BRING YOUR OWN LUCK	85/756970/Oct. 17, 2012	N/A	T-shirts in Class 25 Whiskey in Class	Pending	A Kieran Collection LLC



Mark	App. No./Date Filed	Reg. No./Date Reg.	List of Goods	Status	Current Owner
	N/A	N/A	33 N/A	Unfiled	
	N/A	N/A	N/A	Unfiled	
GINGERS	85/173460/Nov. 10, 2010	N/A	Whiskey in Class 33	Abandoned	Cara Irish Pubs, L.P.

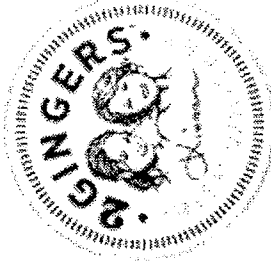

Mark	App. No./Date Filed	Reg. No./Date Reg.	List of Goods	Status	Current Owner
CANADA					
THE SKINNY GINGER	1594022/Sept. 13, 2012	N/A	Alcoholic beverages except beers	Pending	A Kieran Collection LLC
THE BIG GINGER	1594023/Sept. 13, 2012	N/A	Alcoholic beverages except beers	Pending	A Kieran Collection LLC
2 GINGERS	1568353/Mar. 12, 2012	N/A	Whiskey	Pending	A Kieran Collection LLC


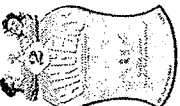
## II. Domain Names

Domain Name/URL	Date Renewal Due	Registered Owner	Registrar Information
<u>2gingerswhiskey.com</u>	June 20, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<u>2gingerswhisky.com</u>	August 1, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<u>twogingerswhiskey.com</u>	August 1, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<u>twogingerswhisky.com</u>	August 1, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<u>big-ginger.com</u>	December 6, 2014	Listed as Domains By Proxy, LLC	Mediatemple.net
<u>biggingerwhiskey.com</u>	June 20, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<u>bringyourownluck.com</u>	September 15, 2016	Listed as Domains By Proxy, LLC	Mediatemple.net

Domain Name/URL	Date Renewal Due	Registered Owner	Registrar Information
<a href="http://gingertailwhiskey.com"><u>gingertailwhiskey.com</u></a>	June 30, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<a href="http://gingeruptoday.com"><u>gingeruptoday.com</u></a>	June 22, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<a href="http://hightailwhiskey.com"><u>hightailwhiskey.com</u></a>	July 4, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<a href="http://horsebackwhiskey.com"><u>horsebackwhiskey.com</u></a>	June 17, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<a href="http://roadrunnerwhiskey.com"><u>roadrunnerwhiskey.com</u></a>	June 28, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<a href="http://akierancollection.com"><u>akierancollection.com</u></a>	October 5, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<a href="http://akierancollection.net"><u>akierancollection.net</u></a>	October 5, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<a href="http://kierancollection.com"><u>kierancollection.com</u></a>	October 5, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net
<a href="http://kierancollection.net"><u>kierancollection.net</u></a>	October 5, 2013	Listed as Domains By Proxy, LLC	Mediatemple.net

III. Copyrights

Copyright	App. No./Date Filed	Reg. No./Date Reg.	List of Goods	Status	Current Owner
	N/A	N/A	N/A	Unfiled	
	N/A	N/A	N/A	Unfiled	

Copyright	App. No./Date Filed	Reg. No./Date Reg.	List of Goods	Status	Current Owner
	N/A	N/A	N/A	Unfiled	
	N/A	N/A	N/A	Unfiled	
<p>Entire <a href="http://www.2gingerswhiskey.com">www.2gingerswhiskey.com</a> web site and all images and videos associated therewith and all promotional and marketing material associated with the 2 GINGERS brand</p>	N/A	N/A	N/A	Unfiled	
<p>Rights to Facebook account <a href="http://www.facebook.com/2gingerswhiskey">www.facebook.com/2gingerswhiskey</a></p>					
<p>Rights to Twitter account <a href="http://twitter.com/2gingerswhiskey">http://twitter.com/2gingerswhiskey</a></p>					