

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
Superior Wines and Liquors, Inc.		12/18/2012	CORPORATION: MISSOURI
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: 3			
Property Type	Number	Word Mark	
Serial Number:	85083509	FROZEN GHOST VODKA	
Serial Number:	85050052	FROZEN GHOST	
Registration Number:	4112126	GHOST	
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:	esaviano@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 60601-6731		
ATTORNEY DOCKET NUMBER:	277416		
NAME OF SUBMITTER:	Claudia W. Stangle		

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Signature:	/Claudia W. Stangle/
Date:	02/06/2013
Total Attachments: 3 source=277416 Frozen Ghost Assignment Alone#page1.tif source=277416 Frozen Ghost Assignment Alone#page2.tif source=277416 Frozen Ghost Assignment Alone#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of December 18, 2012 (this "Assignment") by Superior Wines and Liquors, Inc. a Missouri corporation with its principal office at 14911 Quorum Drive, Suite 400, Dallas, Texas, 75254 ("Assignor"), and Jim Beam Brands Co., a Delaware corporation with its principal office at 510 Lake Cook Road, Deerfield, Illinois 60015 ("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 means the trademarks identified in Schedule A, attached hereto (collectively, the "Trademarks").
2. **Assignment.** Assignor owns the Trademarks and sells, assigns, conveys, grants and transfers to Assignee the following:
 - a. Assignor's entire right, 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.

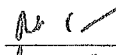
8. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same assignment.
9. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective 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 (Superior Wines and Liquors, Inc.)

Assignee (Jim Beam Brands Co.)

Sign: 
Print: _____
Title: _____

Sign: 
Print: ROBERT MASON
Title: SENIOR DIRECTOR, US BOURBON

SCHEDULE A
Trademark Assignment
by
Superior Wines and Liquors, Inc. and Jim Beam Brands Co.

<u>TRADEMARK</u>	<u>Trademarks</u>	
	<u>COUNTRY</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>
GHOST	U.S.A.	77510902/ 4,112,126
FROZEN GHOST VODKA AND DESIGN	U.S.A.	85083509/
FROZEN GHOST	U.S.A.	85050052/