

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
Alana Berish		03/15/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	SCLIQUOR, LLC		
Street Address:	2711 Centerville Rd		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	SCLIQUOR LLC		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85282698	D'USSÉ	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-724-3290		
Email:	gallit@schullerlegal.net		

OP \$40.00 85282698

Correspondent Name: Schuller Law, PLLC
Address Line 1: 140 Riverside Drive
Address Line 2: 4C
Address Line 4: New York, NEW YORK 10024

NAME OF SUBMITTER: Gallit Schuller

Signature: /gs/

Date: 05/19/2013

Total Attachments: 19

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EXECUTION COPY

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement"), dated as of March 15, 2011 ("Effective Date"), by and between Alana Berish, an individual residing at 480 Broome Street, 2nd Floor, New York, NY, 10013 ("Alana Berish") and SCLIQOUR, LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, Alana Berish has, conceived, designed, developed, created, and/or authored certain materials in which she owns Intellectual Property (hereinafter defined) relating to the branding, development and marketing of a cognac, including without limitation, the designs and trademarks specified on Exhibit A (the "Existing Intellectual Property"); and

WHEREAS, Sovereign Brands, L.L.C. ("Sovereign") intends to further conceive, design, develop, create, and/or author additional materials in which it owns Intellectual Property related to the Existing Intellectual Property (the "Additional Intellectual Property"; and together with the Existing Intellectual Property, the "Assigned Intellectual Property") for the benefit of the Company;

WHEREAS, it is a condition precedent to Sovereign becoming a member of the Company that Alana Berish and Sovereign enter into this Assignment of Intellectual Property.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to Sovereign and Alana Berish tendered by the Company, at or before the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged by Sovereign and Alana Berish, the parties do hereby agree as follows:

1. Definition. As used herein "Intellectual Property" means all rights in intellectual property of any type throughout the world, including, but not limited to: (i) patents, patent applications and statutory invention registrations, including, but not limited to, continuations, continuations-in-part, divisions, provisional and non-provisional, reexaminations, reissues and extensions; (ii) trademarks, service marks, trade names, brand names, logos and corporate names, slogans and other indicia of source of origin, whether or not registered, including all common law rights thereto and all goodwill associated therewith, and registrations and applications for registration thereof; (iii) copyrights, whether registered or common law, and registrations and applications for registration thereof; (iv) trade secrets and know-how; (v) domain names; (vi) rights of publicity and privacy, rights to personal information and moral rights; (vii) shop rights; (viii) inventions (whether patentable or unpatentable), invention disclosures, mask works, industrial design rights, discoveries, ideas, developments, data, software, confidential or proprietary technical, business and other information, including, but not limited to processes, techniques, methods, formulae, designs, algorithms, prospect lists, customer lists, projections, analyses, and market studies, and all rights therein and thereto; (ix) all rights to any of the foregoing provided in international treaties and convention rights; (x) the right and power to assert, defend and recover title to any of the foregoing; and (xi) all rights to

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assert, defend and recover for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any of the foregoing; and (xii) all administrative rights arising from the foregoing, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to any of the foregoing.

2. Assignment. Effective as of the date hereof, Alana Berish and Sovereign hereby convey, grant, transfer, set over, assign, alien, release, deliver and confirm unto the Company, its successors and assigns, all of its right, title and interest in and to (a) the Assigned Intellectual Property (including without limitation all goodwill associated with any trademarks or service marks included within the Assigned Intellectual Property) of any kind, nature or description, now existing or hereinafter arising, which was created or acquired by Alana Berish and/or Sovereign, and (b) all other assets of Alana Berish or Sovereign directly related to the Assigned Intellectual Property, to have and to hold all of the Assigned Intellectual Property unto the Company, its successors and assigns to its and their own use forever.

3. Ownership of Improvements. The Company shall own all right, title and interest to any and all Intellectual Property in any adaptations, derivatives, modifications, developments, enhancements and improvements of the materials, in which Alana Berish or Sovereign owned Assigned Intellectual Property, created by Alana Berish and/or Sovereign after the assignment and transfer of the Assigned Intellectual Property pursuant to Section 2 hereof (the "Improvements", which shall be deemed a part of the Assigned Intellectual Property), and Alana Berish and Sovereign hereby convey, grant, transfer, set over, assign, alien, release, deliver and confirm unto the Company, its successors and assigns, all of its right, title and interest in and to any Intellectual Property in such Improvements.

4. Representations and Warranties. Alana Berish represents and warrants that (i) she has good title, right and full authority to assign and transfer the Assigned Intellectual Property hereby assigned, transferred and conveyed and will defend the transfers hereby made to the Company, its successors and assigns, against all persons claiming said properties, (ii) that this agreement constitutes a valid and legally binding obligation of Alana Berish, except as limited by any applicable law, (iii) that all Assigned Intellectual Property conveyed hereunder is free and clear of any and all liens, claims, mortgages and other encumbrances of every kind and description, (iv) she has not applied for any intellectual property registration in any jurisdiction with respect to the Assigned Intellectual Property, except as specified on Exhibit A, and (v) without limiting Sovereign's indemnification obligations contained herein, she has no actual knowledge that the Assigned Intellectual Property infringes upon the rights of any third parties. Sovereign represents and warrants that (i) it has good title, right and full authority to assign and transfer the Assigned Intellectual Property hereby assigned, transferred and conveyed and will defend the transfers hereby made to the Company, its successors and assigns, against all persons claiming said properties, (ii) that this agreement constitutes a valid and legally binding obligation of Sovereign, except as limited by any applicable law, (iii) that all Assigned Intellectual Property conveyed hereunder is free and clear of any and all liens, claims, mortgages and other encumbrances of every kind and description, (iv) it has not applied for any intellectual property registration in any jurisdiction with respect to the Assigned Intellectual Property, except as

specified on Exhibit A, and (v) without limiting Sovereign's indemnification obligations contained herein, it has no actual knowledge that the Assigned Intellectual Property infringes upon the rights of any third parties.

5. Covenants. Neither Alana Berish nor Sovereign shall, directly or indirectly, (i) claim ownership of the Assigned Intellectual Property or (ii) engage in any activity or take any action that might attack, question, contest, dispute, dilute or otherwise impair the right, title and interest of the Company in the Assigned Intellectual Property, including any challenge to the Company's ownership of or the validity of the Assigned Intellectual Property or any action that might result in any of the Assigned Intellectual Property falling into the public domain, or assist any person or entity in doing any of the foregoing. Neither Alana Berish nor Sovereign shall enter into any future assignment, sale, agreement or encumbrance of the Assigned Intellectual Property that would conflict with this assignment to the Company.

6. Indemnification. Sovereign will indemnify and hold harmless the Company and their respective officers, directors, employees, members, agents, successors and assigns (each, an "Indemnitee") from and against, any losses, liabilities, damages and expenses (including interest, penalties and reasonable attorneys' fees and expenses) (together, "Losses") which any of them may incur or become obligated or liable to pay in connection with (i) any claim alleging that the materials (described in Section 2 above) in which Sovereign or Alana Berish own (prior to the Effective Date) Assigned Intellectual Property infringe upon the rights of, or have caused harm to, a third party or violate applicable law and/or (ii) a claim, which if true, would constitute a breach of any representations and warranties contained in this Agreement. Except as otherwise provided in this Agreement, each Indemnitee entitled to indemnification pursuant to this Section 6 from Sovereign shall give written notice within a reasonable time to Sovereign of any claim with respect to which the Indemnitee seeks indemnification (provided, however, that failure of the Indemnitee to give such notice shall not relieve Sovereign from any liability which Sovereign may have on account of this indemnification, except to the extent that Sovereign is materially prejudiced thereby). The Indemnitee shall not agree to any settlement of a claim without the prior written consent of Sovereign, which will not unreasonably be withheld, conditioned or delayed. The Company agrees that it will not seek indemnification for any Losses from Alana Berish.

7. Further Assurances. Alana Berish and Sovereign shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of all of the Assigned Intellectual Property to the Company. Alana Berish and Sovereign therefore agree: (a) to execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Intellectual Property; and (b) to perform any other acts reasonably requested by the Company to carry out the intent of this Agreement.

8. Binding Effect: Assignment. This agreement shall bind Alana Berish and Sovereign, and each of its successors and assigns and shall inure to the benefit of the Company and its successors and assigns, provided Alana Berish and Sovereign may not assign, delegate and otherwise transfer any of its rights, benefits, powers, duties, responsibilities and obligations under this Agreement without the prior written consent of the Company.

9. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter, supersedes all prior oral or written understandings and agreements relating thereto (including but not limited to the previous Assignment of Alana Berish dated as of March 15, 2011) and may not be modified, discharged or terminated, nor may any of the provisions hereof be waived, orally.

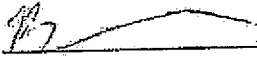
10. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of New York, and the parties hereto consent to and agree in advance to the jurisdiction of the state and federal courts located in the State of New York for the resolution of any disputes in connection with this Agreement.

11. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile or other electronic transmission of any signed original counterpart or retransmission of any signed facsimile or other electronic transmission shall be deemed the same as the delivery of an original.

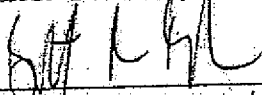
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this instrument as of the day and year first above written.


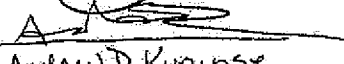
ALANA BERISH

By 

SOVEREIGN BRANDS, L.L.C.

By 
Name: BRETT R. BERISH
Title: PRESIDENT/CEO

SCLIQUOR, LLC

By 
Name: Jennifer JUSTICE
Title: CO-TRUSTEE OF ABS Trust U/A dtd 6/13/08
as Amended 2/9/11
By: 
Andrew D Kupinse
CO-TRUSTEE of the ABS
Trust U/A dtd June 13, 2008
as amended and
repealed 2/9/11

[Signature Page to Assignment Agreement]

381973
ACTIVEUS 92874604v3
ACTIVEUS 93-00196v3

Exhibit A



PROPRIETOR

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU
WASHINGTON, D.C. 20220

NOV 23 2010

841000-SBR
10274000000033

Sovereign Brands
81 Greene Street, #2
New York, NY 10012

RE: Government Relations (1006)

Dear Industry Member:

This letter replaces the original letter dated October 4, 2010 regarding your list of ingredients and method of manufacture, Pre-import Number 10274-000-000033 for "COGNAC LIQUEUR" submitted to this office for Pre-import Approval.

This product is classified as a **COGNAC LIQUEUR**.

This Pre-import approval letter may be used for the importation of this product until five years from the date of this letter. If you wish to continue importation of this product until after that date you are required to apply for a new Pre-import approval letter in one of the following ways:

- A) If the product is made in the exact same manner, submit the lists of ingredients and method of manufacture to the Advertising, Labeling, and Formulation Division, together with a statement on the foreign producer's letterhead, signed and dated by an officer of the producing company which states that the product is previously produced and approved under Pre-import Number 10274-000-000033.
- B) If the product is NOT made in the same manner, submit the list of ingredients and method of manufacture on the foreign producer's letterhead. The documentation must be signed and dated by an officer of the producing company.

This approval is granted under 27 CFR and does not in any way provide exemption from or waiver of the provisions of the Food and Drug Administration regulations relating to the use of food and color additives in food products.

A copy of this letter must accompany all future correspondence (including label applications) regarding this project. If we can be of further assistance, please contact our Customer Service Team at (866) 927-2533.

Sincerely yours,

Robert Sanders
for Stephen Robey

Specialist, Advertising, Labeling, and Formulation Division

TTB

A proud past... A focused future

www.TTB.gov

TRADEMARK
REEL: 005034 FRAME: 0431

TTB ID 10300-000-000016

**DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU
APPLICATION FOR AND CERTIFICATION/EXEMPTION OF
LABEL/BOTTLE APPROVAL**
(See Instructions and Fingerprint Retention Act Notice Below)

PART I - APPLICATION

1. NAME AND ADDRESS OF APPLICANT (AS SHOWN ON PLANT REGISTRY BASIC PERMIT, OR BREWERS NOTICE INCLUDE APPROVED DBA OR TRADENAME IF USED ON THE LABEL - Section 4)

2. TYPE OF PRODUCT

3. MAILING ADDRESS IF DIFFERENT

4. SERIAL NUMBER (Required)

5. BRAND NAME (Required)

6. BRAND NAME (Required)

7. BRAND NAME (Required)

8. EMAIL ADDRESS

9. FORMULA/SOP NO. (If any)

10. LAB. NO. & DATE, PRE-IMPORT NO. & DATE, (If any)

11. TYPE OF APPLICATION (Check applicable box(es))

12. NET CONTENTS

13. ALCOHOL CONTENT

14. WINE APPELLATION (If any) (See 27 CFR 9.140)

15. WINE VINTAGE DATE (If any)

16. PHONE NUMBER

17. FAX NUMBER

18. CERTIFICATE OF LABEL APPROVAL

19. CERTIFICATE OF EXEMPTION FROM LABEL APPROVAL

20. DISTINCTIVE USUOR BOTTLE APPROVAL (TOTAL BOTTLE CAPACITY BEFORE CLOSURE) (If applicable)

21. RESUBMISSION AFTER REJECTION

22. TTB ID

23. SHOW ANY WORDING (a) APPEARING ON MATERIALS APPLIED TO THE CONTAINER (e.g., CAP, WOODS, STAMP) OTHER THAN THE LABELS APPROVED BELOW OR (b) BLOWN, BRANDED, OR EMBOSSED ON THE CONTAINER (e.g., CAP, CONTAINER, ETC.). THIS WORDING MUST BE NOTED HERE EVEN IF DUPLICATED PORTIONS OF THE LABELS APPLIED BELOW. ALSO, PROVIDE TRANSLATIONS OF FOREIGN LANGUAGE TEXT APPEARING ON LABELS.

PART II - APPLICANT'S CERTIFICATION

Under the penalties of perjury, I declare that all statements appearing on this application are true and correct to the best of my knowledge and belief, and that the representations on the labels attached to this form, including supplemental documents, truly and correctly represent the content of the containers to which these labels will be applied. I also certify that I have read, understood, and complied with the conditions and instructions which are attached to an original TTB F 5100.31, Certificate/Exemption of Label/Bottle Approval.

24. DATE OF APPLICATION

25. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

26. PRINT NAME OF APPLICANT OR AUTHORIZED AGENT

PART III - TTB CERTIFICATE

This certificate is issued subject to applicable laws, regulations, and conditions as set forth in the instructions portion of this form.

27. DATE ISSUED

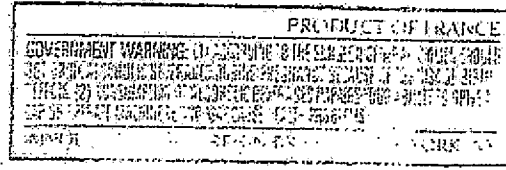
28. AUTHORIZED SIGNATURE, ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

FOR TTB USE ONLY

QUALIFICATIONS

EXPIRATION DATE (If any)

APPLY COMPLETE SET OF LABELS BELOW (If applicable)



13100-000-000017

OMB No. 1545-0047

**DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU
APPLICATION FOR AND CERTIFICATION/EXEMPTION OF
LABEL/BOTTLE APPROVAL**
(See Instructions and Paperwork Reduction Act Notice 2008-01)

1. REP ID NO. (Optional)		2. SOURCE OF PRODUCT	PART I - APPLICATION	
3. MAINT REGISTRY BASIC INFO (Required for Foreign)		3. NAME AND ADDRESS OF APPLICANT AS SHOWN ON PLANT REGISTRY, SUIII PERMIT, OR BREWER'S NOTICE. INCLUDE APPROVED P&H OR TRADENAME IF USED ON THE LABEL. (Required)	4. TYPE OF APPLICATION (Check appropriate boxes)	
4. SERIAL NUMBER	5. TYPE OF PRODUCT	6. MAILING ADDRESS IF DIFFERENT	<input type="checkbox"/> CERTIFICATE OF LIQUOR APPELLATION <input type="checkbox"/> CERTIFICATE OF EXEMPTION FROM LABEL APPROVAL <input type="checkbox"/> DISTINCTIVE COLOR BOTTLE APPROVAL TOP <input type="checkbox"/> BOTTLE CAPACITY BRIDGE CLOSURE <input type="checkbox"/> RESUBMISSION AFTER REJECTION	
7. YEAR	8. WINE	9. MAILING ADDRESS (Required)	10. SHOW ANY WORDING (if appearing on materials firmly affixed to the container (e.g., caps, corks, etc.) OTHER THAN THE LABELS AFFIXED BELOW OR (if on glass) SPACERS OR EMBOSSED ON THE CONTAINER (e.g., neck, bottom, etc.). THIS WORDING MUST BE NOTED HERE FIRST IF IT DUPLICATES PORTIONS OF THE LABELS AFFIXED BELOW. ALSO, PROVIDE TRANSLATIONS OF FOREIGN LANGUAGE TEXT APPEARING ON LABELS.	
11. FRAME NAME (Optional)	12. WINE APPELLATION (if on label)	10. MAILING ADDRESS (Required)	11. TYPE OF APPLICATION (Check appropriate boxes)	
13. FINANCIAL NAME (Optional)	13. WINE APPELLATION (if on label)	11. LAB. NO. & DATE PREP. REPORT NO. & DATE (if any)	12. TYPE OF APPLICATION (Check appropriate boxes)	
14. E-MAIL ADDRESS	14. ALCOHOL CONTENT	12. LAB. NO. & DATE PREP. REPORT NO. & DATE (if any)	13. TYPE OF APPLICATION (Check appropriate boxes)	
15. NET CONTENTS	15. PHONE NUMBER	13. WINE APPELLATION (if on label)	14. TYPE OF APPLICATION (Check appropriate boxes)	
16. WINE VINTAGE	16. PHONE NUMBER	14. ALCOHOL CONTENT	15. TYPE OF APPLICATION (Check appropriate boxes)	
17. WINE VINTAGE	17. FAX NUMBER	15. WINE APPELLATION (if on label)	16. TYPE OF APPLICATION (Check appropriate boxes)	

PART II - APPLICANT'S CERTIFICATION

Under the penalty of perjury, I declare that all statements appearing on this application are true and correct to the best of my knowledge and belief and that the representations on the labels attached to this form, including supplier of contents, truly and correctly represent the contents of the containers to which those labels will be applied. I also certify that I have read, understood, and conformed with the conditions and instructions which are attached to my original TTB Form 5100.31, Certificate/Exemption of Label/Bottle Approval.

19. DATE OF APPLICATION: 20. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT: 21. PRINT NAME OF APPLICANT OR AUTHORIZED AGENT:

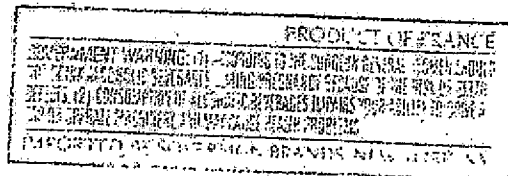
PART III - TTB CERTIFICATE

This certificate is issued subject to applicable laws, regulations, and conditions of sale forming the instructions portion of this form.

22. DATE ISSUED: NOV 28 2010 23. AUTHORIZED SIGNATURE: ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

FOR TTB USE ONLY

24. REPLICATIONS: 25. EXPIRATION DATE (if any):



TTB Form 5100.31 (06/2008) PREVIOUS EDITIONS ARE OBSOLETE

Scott Cohen

From: Gallit Schuller [gallit@schullerlegal.net]
Sent: Sunday, November 28, 2010 4:08 PM
To: Scott Cohen
Subject: FW: Serial number 85185759: Received Your Trademark/Service Mark Application, Principal Register

MARK: Henri d'Ussé (Standard Characters, mark.jpg)
The literal element of the mark consists of Henri d'Ussé.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

We have received your application and assigned serial number '85185759' to your submission. The summary of the application data, *bottom below*, serves as your official filing receipt.

In approximately 3 months, an assigned examining attorney will review your application to determine if all legal requirements are met. Currently, your mark is not registered and is considered a "pending" application. The overall process from the time of initial filing to registration or final refusal can take 13-18 months or even longer, depending on many factors; e.g., the correctness of the original filing and the type of application filed. It is **CRITICAL** that you check the status of your application at least every 3 - 4 months and promptly contact the Office if a letter (an "Office action") or notice has issued for your application that you did not receive or do not understand. To check the status, please use <http://tarr.uspto.gov>. Do not submit status requests to TEAS@uspto.gov. Failure to respond timely to any Office action or notice may result in the abandonment of your application, requiring you to pay an additional fee to have your application revived even if you did not receive the Office action or notice.

Please view all incoming and outgoing correspondence at <http://portal.uspto.gov/external/portal/tow>. If your status check reveals an issued Office action or notice that you did not receive, immediately view the action/notice through the USPTO website. The USPTO does not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must ensure that you update your record if your mail and/or e-mail address changes, using the form available at <http://www.uspto.gov/teas/eTEASpageE.htm>.

If you discover an error in the application data, you may file a Voluntary Amendment, at <http://www.uspto.gov/teas/eTEASpageB2.htm>. Do not submit any proposed amendment to TEAS@uspto.gov, because the technical support team may not make any data changes. **NOTE:** You must wait approximately 7-10 days to submit any Voluntary Amendment, to permit initial upload of your serial number into the USPTO database. The acceptability of any Voluntary Amendment will only be determined once regular examination begins, since the assigned examining attorney must decide whether the change proposed in the amendment is permissible. **Not all errors may be corrected;** e.g., if you submitted the wrong mark, if the proposed correction would be considered a material alteration to your original filing, it will not be accepted, and your only recourse would be to file a new application (with no refund for your original filing).

Since your application filing has already been assigned a serial number, please do not contact TEAS@uspto.gov to request cancellation. The USPTO will only cancel the filing and refund your fee if upon review we determine that the application did not meet minimum filing requirements. **The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration.** **NOTE:** The only "exception" to the above is if you inadvertently file duplicate applications specifically because of a *technical glitch* and not merely a

3/15/2011

misunderstanding or mistake; *i.e.*, if you believe that the first filing did not go through because no confirmation was received and then immediately file again, only to discover later that both filings were successful, then the technical support team at TEAS@uspto.gov can mis-assign and refund one of the filings.

WARNING: You may receive unsolicited communications from companies requesting fees for trademark related services, such as monitoring and document filing. Although solicitations from these companies frequently display customer-specific information, including USPTO serial number or registration number and owner name, companies who offer these services are not affiliated or associated with the USPTO or any other federal agency. The USPTO does not provide trademark monitoring or any similar services. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult the USPTO website. **APPLICATION DATA: Trademark/Service Mark Application, Principal Register TEAS Plus Application**

The applicant, Alana Berish, a citizen of United States, having an address of
2d floor,
381 Broome Street
New York, New York 10013
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 033: Cognac

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

Priority based on foreign filing: Applicant has a bona fide intention to use the mark in commerce on or in connection with the identified goods and/or services and asserts a claim of priority based on France application number 10/3779891, filed 11/05/2010. 15 U.S.C. Section 1126(d), as amended.

INTENT TO PERFECT 44(d) : At this time, the applicant does NOT intend to rely on Section 44(e) as a basis for registration, but wishes only to assert a valid claim of priority.

The applicant hereby appoints Gallit Schuller of Schuller Law PLLC
Suite 32B
140 Riverside Drive
New York, New York 10024
United States

to submit this application on behalf of the applicant.

Correspondence Information: Gallit Schuller
Suite 32B
140 Riverside Drive
New York, New York 10024
2127243290(phone)
gallit@schullerlegal.net (authorized)

3/15/2011

A fee payment in the amount of \$275 will be submitted with the application, representing payment for 1 class (es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /gs/ Date: 11/28/2010
Signatory's Name: Gallit Schuller
Signatory's Position: Attorney

Thank you,

The TEAS support team
Sun Nov 28 16:06:49 EST 2010

STAMP: USPTO/FTK-96.232.31.64-20101128160649697260-85185759-470eef9a3b6a2b24b42b5c282a89259fef-
CC-2655-20101128155159025182

----- End of Forwarded Message

3/15/2011

----- Forwarded Message

From: <teas@uspto.gov>

Date: Thu, 31 Mar 2011 13:01:27 -0700

To: Gallit Schuller <gallit@schullerlegal.net>

Subject: Serial number 85282698: Received Your Trademark/Service Mark Application, Principal Register

MARK: D'USSE (Standard Characters, mark.jpg)

The literal element of the mark consists of D'USSE.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

We have received your application and assigned serial number '85282698' to your submission. The summary of the application data, *bottom below*, serves as your official filing receipt.

In approximately 3 months, an assigned examining attorney will review your application to determine if all legal requirements are met. Currently, your mark is not registered and is considered a "pending" application. The overall process from the time of initial filing to registration or final refusal can take 13-18 months or even longer, depending on many factors; *e.g.*, the correctness of the original filing and the type of application filed. It is **CRITICAL** that you check the status of your application at least every 3 - 4 months and promptly contact the Office if a letter (an "Office action") or notice has issued for your application that you did not receive or do not understand. To check the status, please use <http://tarr.uspto.gov>. Do not submit status requests to TEAS@uspto.gov. Failure to respond timely to any Office action or notice may result in the abandonment of your application, requiring you to pay an additional fee to have your application revived even if you did not receive the Office action or notice.

Please view all incoming and outgoing correspondence at <http://portal.uspto.gov/external/portal/tow>. If your status check reveals an issued Office action or notice that you did not receive, immediately view the action/notice through the USPTO website. The USPTO does not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must ensure that you update your record if your mail and/or e-mail address changes, using the form available at <http://www.uspto.gov/teas/eTEASpageE.htm>.

If you discover an error in the application data, you may file a Voluntary Amendment, at <http://www.uspto.gov/trademarks/teas/miscellaneous.jsp>. Do not submit any proposed amendment to TEAS@uspto.gov, because the technical support team may not make any data changes. **NOTE:** You must wait approximately 7-10 days to submit any Voluntary Amendment, to permit initial upload of your serial number into the USPTO database. The acceptability of any Voluntary Amendment will only be determined once regular examination begins, since the assigned examining attorney must decide whether the change proposed in the amendment is permissible. **Not all errors may be corrected; e.g.**, if you submitted the wrong mark, if the proposed correction would be considered a material alteration to your original filing, it will not be accepted, and your only recourse would be to file a new application (with no refund for your original filing).

Since your application filing has already been assigned a serial number, please do not contact TEAS@uspto.gov to request cancellation. The USPTO will only cancel the filing and refund your fee if upon review we determine that the application did not meet minimum filing requirements.

The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration. NOTE: The only "exception" to the above is if you inadvertently file duplicate applications specifically because of a *technical glitch* and not merely a misunderstanding or mistake; *i.e.*, if you believe that the first filing did not go through because no confirmation was received and then immediately file again, only to discover later that both filings were successful, then the technical support team at TEAS@uspto.gov can mis-assign and refund one of the filings.

WARNING: You may receive unsolicited communications from companies requesting fees for trademark related services, such as monitoring and document filing. Although solicitations from these companies frequently display customer-specific information, including USPTO serial number or registration number and owner name, companies who offer these services are not affiliated or associated with the USPTO or any other federal agency. The USPTO does not provide trademark monitoring or any similar services. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult the USPTO website. **APPLICATION DATA: Trademark/Service Mark Application, Principal Register TEAS Plus Application**

The applicant, Alana Berish, a citizen of United States, having an address of
2d floor,
381 Broome Street
New York, New York 10013
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 033: Cognac

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

The applicant claims ownership of U.S. Registration Number(s) 8518575.

The wording D'USSE has no meaning in a foreign language.

The applicant's current Attorney Information:
Gallit Schuller of Schuller Law, PLLC
32B
140 Riverside Drive

New York, New York 10024-2056
United States

The applicant's current Correspondence Information:

Gallit Schuller
Schuller Law, PLLC
32B
140 Riverside Drive
New York, New York 10024-2056
2127243290(phone)
gallit@schullerlegal.net (authorized)

A fee payment in the amount of \$275 will be submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /gs/ Date: 03/31/2011
Signatory's Name: Gallit Schuller
Signatory's Position: Attorney

Hogan Lovells (Paris) LLP
6 avenue Kléber
75116 Paris

N° National : 10 3 779 891

Dépôt du : 5 NOVEMBRE 2010

à : DÉPÔT ELECTRONIQUE PARIS

Alana Berish, 480 Broome Street, 2nd Floor New York, New York
10013, États-Unis.

Mandataire ou destinataire de la correspondance :
Hogan Lovells (Paris) LLP, 6 avenue Kléber, 75116 Paris.

Henri d'Ussé

Classe N° 33 : Boissons alcooliques (à l'exception des bières).

Classes de produits ou services : 33.



DIRECTION DES MARQUES,
DESSINS ET MODÈLES
SERVICE LOGISTIQUE

32, rue des Trois Fontanot
92016 Nanterre Cedex

OBJET: Avis de publication d'une demande
d'enregistrement de marque au BOPI n° 10/47 Vol. I du 26 novembre 2010

Conformément à l'article L. 712-2 du code de la propriété intellectuelle, votre demande d'enregistrement a été publiée, le cas échéant en couleurs, au Bulletin officiel de la propriété industrielle, sous la forme et dans le libellé, reproduits au verso.

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VOUS N'AVEZ AUCUNE OBLIGATION DE PAYER.

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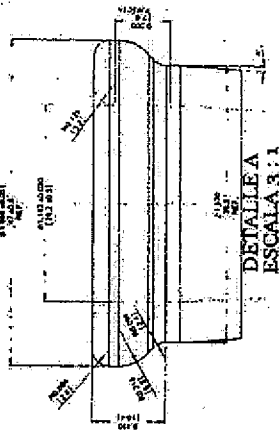
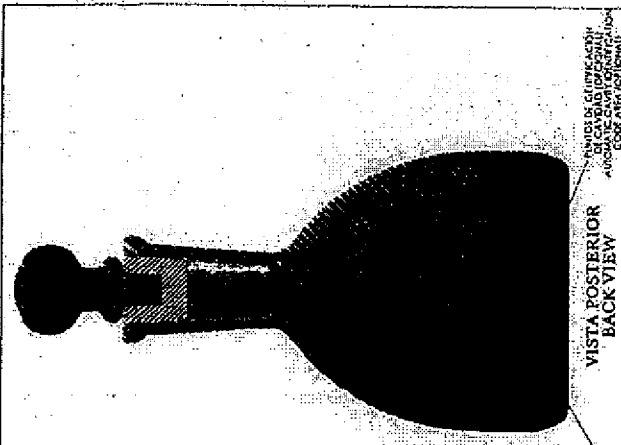
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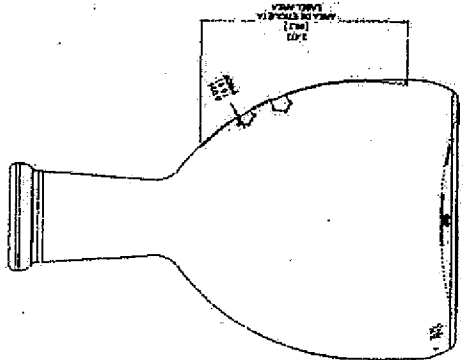
Établissement public national
créé par la loi n° 51-444 du 19 avril 1951

MA 39002307

INPI Direct : 0 220 210 211



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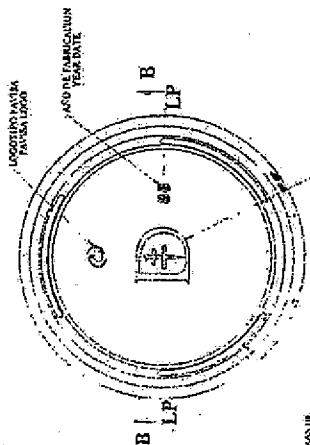
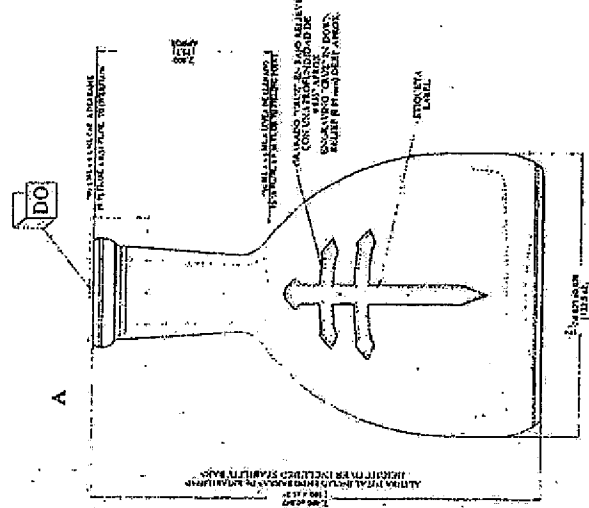


LAS DIMENSIONES DE LA CORONA Y LA CALIBRACION INTERIOR SON TENTATIVAS Y DEBERA SER PROPORCIONADAS POR EL CLIENTE PARA EL DISEÑO FINAL

CONTIENE ALBATE (LACTULOSE) - No. 10
 TRAZADO EN TONOS - No. 10
 COLORES Y MATERIAS - No. 10
 COLORES Y MATERIAS - No. 10

NOTAS

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Application for a Community trade mark

Date of letter of receipt (DD/MM/YYYY) 30/03/2011		Number of pages (including this one) 2		246846
Languages			Your Reference: T2013.2013.6TD/rp	
First Language:	English			
Second Language:	German			
I want to receive all correspondence in the second language: <input type="checkbox"/>				
I will provide translations of the Disclaimer, Description and List of Goods & Services in the 2nd language: <input type="checkbox"/>				
Applicant(s)				
		Applicant Number 1	Applicant OHIM ID	
Applicant Type:	Natural Person			
First Name:	Alana			
Surname:	Berish			
Nationality:	UNITED STATES			
Street & House No.:	480 Broome Street, 2nd Floor			
City:	New York			
State/Country:	New York			
Postal Code:	10013			
Country:	UNITED STATES			
Postal Address:				
Telephone Number:				
Fax Number:				
Email address:				
Website:				
Representative(s)				
		Representative Number 1	Representative OHIM ID	
Representative Type:	Association			
First Name:	HOGAN LOVELLS			
Street & House No.:	Avenida Maisonnave 22			
City:	Alicante			
Postal Code:	03003			
Country:	SPAIN			
Postal Address:	HOGAN LOVELLS Avenida Maisonnave 22 E-03003 Alicante ESPAÑA			
Telephone Number:	965138300			
Fax Number:	965138303			
Email address:	alicante@hoganlovells.com			
Website:				
National Search		I want to receive national search reports: <input type="checkbox"/>		

* Mandatory details



Application for a Community trade mark

Mark Type		
Type of mark:	word mark	
Character set of the representation of the mark:	English	
Representation of wordmark:	D'USSE	
Disclaimer:		
Collective Community Mark <input type="checkbox"/>		
List of Goods & Services		
Class ID	Goods & Services	Language
33	Alcoholic beverages (except beers)	EN
Payment of Fees		
Pay by:	Current Account with OHIM (CA)	
Basic Fee	900.00€	
Total Fee	900.00€	
Current Account with OHIM		
Account No.	0000000071	
<input type="checkbox"/> class fee together with the basic application fee (F-002)		
Signature 30/03/2011		
First Name and Surname	Capacity of the signatory	Position
Tobias Dolde	Legal Practitioner	

Annexes

* Mandatory details

number of pages

2 of 2