

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Liquor Stores Limited Partnership		11/18/2017	Limited Partnership: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Rose Spirits, LLC		
<b>Street Address:</b>	101 S. Fifth Street		
<b>Internal Address:</b>	Suite 3800		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40202		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3370442	BALD PEAK	
<b>Registration Number:</b>	2398237	CAPE DIAMOND	
<b>Registration Number:</b>	3399658	PARROT MOUNTAIN	
<b>Registration Number:</b>	3392958	ROKYJAM	
<b>Registration Number:</b>	3370449	SHELTOWEE	
<b>Registration Number:</b>	3647407	SHELTOWEE 502	
<b>Registration Number:</b>	3850821	SHELTOWEE HOP-A-LOT	
<b>Registration Number:</b>	4067566	VIDA MAR	
<b>Registration Number:</b>	3951319	SHELTOWEE JAVA DAWG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025610442		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	5025841135		
<b>Email:</b>	jray@middletonlaw.com		
<b>Correspondent Name:</b>	Julie Gregory Ray		
<b>Address Line 1:</b>	Suite 2600, 401 S. Fourth Street		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		

OP \$240.00 3370442

<b>NAME OF SUBMITTER:</b>	Julie Gregory Ray
<b>SIGNATURE:</b>	/Julie Gregory Ray/
<b>DATE SIGNED:</b>	12/04/2017
<b>Total Attachments: 7</b> source=USPTO TM assignment (LSLP to Blue Rose Spirits)#page1.tif source=USPTO TM assignment (LSLP to Blue Rose Spirits)#page2.tif source=USPTO TM assignment (LSLP to Blue Rose Spirits)#page3.tif source=USPTO TM assignment (LSLP to Blue Rose Spirits)#page4.tif source=USPTO TM assignment (LSLP to Blue Rose Spirits)#page5.tif source=USPTO TM assignment (LSLP to Blue Rose Spirits)#page6.tif source=USPTO TM assignment (LSLP to Blue Rose Spirits)#page7.tif	

## ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

**THIS ASSIGNMENT OF TRADEMARKS AND TRADE NAMES (“Assignment”)**, dated as of **12:00:01 am** on **November 18, 2017**, is from **(i) LIQUOR STORES LIMITED PARTNERSHIP**, an Alberta, Canada limited partnership with a business address of 17220 Stony Plain Road, Suite 101, Edmonton, Alberta, T5S 1K6, Canada, and **LIQUOR STORES USA SOUTH INC.**, a Nevada corporation with a business address of 9920 Corporate Campus Drive, Suite 200, Louisville, Kentucky 40223 (collectively or individually, as applicable, **“Assignor”**) to **(ii) BLUE ROSE SPIRITS, LLC**, a Kentucky limited liability company with a business address of 101 S. Fifth St., Suite 3800, Louisville, KY 40202 (**“Assignee”**).

### RECITAL:

In addition to the assignment provided for under that certain **Acquisition Agreement** entered into contemporaneously herewith by and among Assignor, as “Seller”, Assignee, as “Purchaser”, and certain other persons (the **“Acquisition Agreement”**), the parties hereto further wish to memorialize the assignment of all of Assignor’s right, title and interest in and to the trademarks, service marks, and trade names listed in **SCHEDULE A** attached hereto, all applications and registrations thereof, and all depictions of the same in stylized lettering or design format (all of the foregoing being hereinafter collectively referred to as the **“Marks”**), together with the goodwill of the business connected with the use of and symbolized by the Marks, from Assignor to Assignee by executing this Assignment at the time and place of the Closing pursuant to the Acquisition Agreement.

### **ASSIGNMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee:
  - (a) All of Assignor’s right, title and interest in and to the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks, including, but not limited to, the right to register the Marks in Assignee’s name throughout the world; and
  - (b) All of Assignor’s right to enforce all rights in the Marks, with the right to sue for and recover for Assignee’s own use accrued profits or damages for any and all causes of action, claims, and demands and other rights for infringement or violation thereof, including, but not limited to, past infringements with respect to which Assignor waives any right to receive any portion thereof.
2. Assignor hereby covenants that Assignor has the power to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may

from time to time reasonably request to fully effect this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

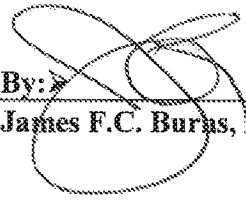
3. The terms of the Acquisition Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Acquisition Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern.

[End of Text of Assignment • Only Signature Page and Schedule A Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized officer, all as of the day and year first above written.

**ASSIGNOR:**

**LIQUOR STORES LIMITED PARTNERSHIP**

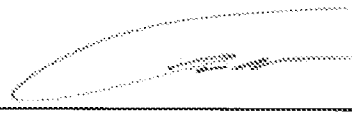
By:   
James F.C. Burns, Director

**LIQUOR STORES USA SOUTH INC.**

By:   
James F.C. Burns, Director

**ASSIGNEE:**

**BLUE ROSE SPIRITS, LLC**

By:   
Jonathan S. Blue, Chairman and Director

**SCHEDULE A**  
**To Assignment of Trademarks and Trade Names**


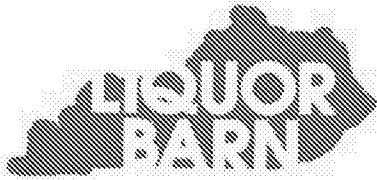



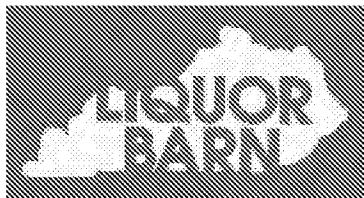
**CURRENTLY REGISTERED TRADEMARKS:**

<b>Trademark</b>	<b>Status/Key Dates</b>	<b>Goods/Services</b>
<u>BALD PEAK</u> RN: 3370442 SN: 78745201	Registered 8 & 15 December 2, 2013 Int'l Class: 33 First Use: September 26, 2007 Filed: November 2, 2005 Registered: January 15, 2008	(Int'l Class: 33) wine
<u>CAPE DIAMOND</u> RN: 2398237 SN: 75307111	Renewed October 24, 2010 Int'l Class: 33 First Use: December 7, 1999 Filed: June 11, 1997 Registered: October 24, 2000 Last Renewal: October 24, 2010	(Int'l Class: 33) wines
<u>PARROT MOUNTAIN</u> RN: 3399658 SN: 78745129	Registered 8 & 15 December 2, 2013 Int'l Class: 33 First Use: November 1, 2007 Filed: November 2, 2005 Registered: March 18, 2008	(Int'l Class: 33) wine
<u>ROKYJAM</u> RN: 3392958 SN: 78661511	Registered 8 & 15 December 2, 2013 Int'l Class: 33 First Use: November 1, 2007 Filed: June 30, 2005 Registered: March 4, 2008	(Int'l Class: 33) wine
<u>SHELTOWEE</u> RN: 3370449 SN: 78746985	Registered 8 & 15 December 2, 2013 Int'l Class: 32 First Use: September 27, 2007 Filed: November 4, 2005 Registered: January 15, 2008	(Int'l Class: 32) beer
<u>SHELTOWEE 502</u> RN: 3647407 SN: 77633000	Registered 8 & 15 December 16, 2014 Int'l Class: 32 First Use: July 15, 2008 Filed: December 15, 2008 Registered: June 30, 2009	(Int'l Class: 32) beer, ale and lager
<u>SHELTOWEE HOP-A-LOT</u> RN: 3850821 SN: 77633098	Registered 8 & 15 November 28, 2016 Int'l Class: 32 First Use: August 1, 2008 Filed: December 15, 2008 Registered: September 21, 2010	(Int'l Class: 32) beer, ale and lager



Trademark	Status/Key Dates	Goods/Services
<u>SHELTOWEE</u> <u>JAVA DAWG</u> RN: 3951319 SN: 77633154	Registered April 26, 2011 Int'l Class: 32 First Use: January 6, 2011 Filed: December 15, 2008 Registered: April 26, 2011	(Int'l Class: 32) beer, ale and lager
<u>VIDA MAR</u> RN: 4067566 SN: 77568754	Registered December 6, 2011 Int'l Class: 33 First Use: February 10, 2011 Filed: September 12, 2008 Registered: December 6, 2011	(Int'l Class: 33) grape wine
<u>LIQUOR BARN</u> RN: 017393.01	KY State Registration Registration Date: 11/19/2009 Renewal Date: 10/30/2014 Expiration Date: 11/19/2019	(Class 35) Retail sales of liquor, wine, beer, food and associated items
<u>LIQUOR BARN</u> <u>EXPRESS</u> RN: 017601.01	KY State Registration Registration Date: 9/15/2010 Renewal Date: 5/21/2015 Expiration Date: 9/15/2020	(Class 35) Retail sales of liquor, wine, beer, food and associated items
<u>THE PARTY</u> <u>SOURCE***</u> USPTO RN: 1827052 KY RN: 014679.04	USPTO Registered March 15, 1994 USPTO Expiration Date March 15, 2024  KY Registration Date: 10/1/1992 Renewal Date: 9/28/2017 Expiration Date: 10/1/2022  ***Assignor only assigning rights to license use of mark with The Party Source, Inc. via related entity (Liquor Stores USA South, Inc.).	retail sale of liquor, fine wines, beer, keg partyware, consumer paper and plastic party products, invitations, decorations, balloons, mixers, soft drinks, shelf stable, refrigerated and frozen speciality foods and party catering services

#### UNREGISTERED MARKS AND ASSUMED NAMES:

Mark	Goods & Services	Status
YAMHILL FALLS		Registration Cancelled August 22, 2014
SKY NOTCH	Wine	Registration Cancelled August 22, 2014
A TRAILBLAZER WINE	Grape Wine	Registration Cancelled September 18, 2015
SHELTOWEE GLOOMSUCKER	Beer, ale and lager	Registration Cancelled March 4, 2016
SHELTOWEE FLAT TIRE	Beer, ale and lager	Registration Abandoned Feb 7, 2011
GROWLER HEAVEN	Retail store services featuring beer provided via wall of beer taps from which customers can have a	Registration Cancelled April 2, 2017

	growler filled for consumption on the premises	
NINGALOO	Wine	Registration Cancelled June 30, 2017
Ultimate Party Source Liquor Outlet, Inc.		Registration "Dead" in Kentucky
		Unregistered Mark (words and design)
		Unregistered Mark (words and design)
		Unregistered Mark (words and design)
		Unregistered Mark (words and design)
		Unregistered Mark (words and design)
		Unregistered Mark (words and design)



		Unregistered Mark (words and design)
		Unregistered Mark (words and design)
		Unregistered Mark (words and design)
Liquor Barn, The Ultimate Party Source		Assumed Name of Seller in Kentucky