

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baruh Spirits, Inc.		06/01/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	McCormick Distilling Company		
Street Address:	One McCormick Lane		
City:	Weston		
State/Country:	MISSOURI		
Postal Code:	64098		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78308901	TARANTULA	
CORRESPONDENCE DATA			
Fax Number:	(650)508-1174		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	kelly.mccrystle@comcast.net		
Correspondent Name:	Kelly J. McCrystle		
Address Line 1:	P.O. Box 848		
Address Line 4:	Belmont, CALIFORNIA 94002		
ATTORNEY DOCKET NUMBER:	033151-027		
NAME OF SUBMITTER:	Hoang-chi Truong		
Total Attachments: 2			
source=Partial assign1#page1.tif			
source=Partial assign#page1.tif			

OP \$40.00 78308901

PARTIAL TRADEMARK ASSIGNMENT

WHEREAS, Baruh Spirits, Inc., a corporation organized and existing under the laws of California, having a place of business at 550 Hamilton Avenue, Suite 300, Palo Alto, California 94301 (hereinafter "ASSIGNOR"), has adopted and used in its business the trademark TARANTULA which is the subject of U.S. Trademark Application No. 78/308,901, filed October 2, 2003; and

WHEREAS, said mark, said trademark application thereof and the goodwill of the business symbolized by said mark were partially assigned at thirty-five percent (35%) by ASSIGNOR to McCormick Distilling Company, a corporation organized and existing under the laws of Missouri, having a place of business at One McCormick Lane, Weston, Missouri 64098 (hereinafter "ASSIGNEE"), which assignment was made October 2, 2003, granting ASSIGNEE all rights and benefits of partial ownership incident thereto, specifically including entitlement to thirty-five percent (35%) of the net proceeds from the sale of the trademark regardless of whether ASSIGNEE is the product's trademark licensee or bottler at the time of the sale;

WHEREAS, ASSIGNEE'S partial ownership may not be assigned, conveyed, transferred or encumbered without the express prior written consent of ASSIGNOR, which consent may be withheld or delayed in ASSIGNOR'S absolute discretion;

WHEREAS, said ASSIGNOR is desirous of perfecting said partial assignment of thirty-five percent (35%) to ASSIGNEE and does hereby confirm said partial assignment of said mark, said application and the goodwill of the business symbolized thereby;

WHEREAS, ASSIGNEE is desirous of acquiring and confirming the acquisition of all right, title and interest in and to said mark, said application and said goodwill associated with same, at thirty-five percent (35%);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign, nunc pro tunc, as of October 2, 2003, unto ASSIGNEE thirty-five percent (35%) interest in said mark and said application together with the goodwill of the business symbolized by the mark.

Baruh Spirits, Inc.

Signature: Bradford G. Baruh

Name: Bradford G. Baruh

Title: CEO

Date: June 1, 04