

MRD

RECORDATION FORM COVER

05-13-1999



TRADEMARKS ON



Tab settings

5/4/99 *MRD* *5.4.99*

101036658

To the Honorable Commissioner of Patents and Trademarks: Please record the

1. Name of conveying party(ies):
Sazerac Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Hibernia National Bank, as agent
 Internal Address: Attn: Commercial Lending
 Street Address: 313 Carondelet Street
 City: New Orleans State: LA ZIP: 70130

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domicile report is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 23, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Please see attached sheets.

B. Trademark Registration No.(s)

Please see attached sheets.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mr. Lee R. Adler

Internal Address: Phelps Dunbar, L.L.P.

Street Address: 400 Poydras Street

City: New Orleans State: LA ZIP: 70130

6. Total number of applications and registrations involved: 93

7. Total fee (37 CFR 3.41).....\$ 2,340.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/10/1999 DNGUYEN 00000143 1479204

DO NOT USE THIS SPACE

FC:481	40.00 DP
FC:482	2300.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lee R. Adler

Name of Person Signing

Signature

5/3/99

Date

Total number of pages including cover sheet, attachments, and document: 11

ATTACHMENT TO
RECORDATION FORM COVER SHEET

FEDERALLY REGISTERED TRADEMARKS AND APPLICATIONS

<u>Mark</u>	<u>Number</u>
AMERICA'S PREMIUM VODKA	1,479,204
ASPEN & ASPEN GLACIAL	1,335,828
BALKAN CREST	1,578,077
BENCHMARK	1,026,016
BLUE JACKET	1,004,355
BOHEMIAN	330,609
BONIZIO	987,030
BOURBON SQUARE	1,554,978
BROOKSTONE	80,490
BUFFALO	75/508265
BUFFALO TRACE	75/508213
BURATI	1,035,110
CALCUTTA	1,726,091
CANADIAN SHIELD	1,054,054
CAPISTRANO	1,227,741
CARNIVAL	75/018338
CARSTAIRS	561,130
CORONA RUSA	92,477
CORRIDA	994,820
CRICKET	1,106,252
CROWN RUSSE	889,145
DEACON'S	838,919
DENUSHA	1,161,220
DIESEL	1,338,502
DI PADRINO	1,337,076
DOBRA	1,286,322
DON JOSE	CA.096830
DR. MCGILLICUDDY'S	1,667,801
DUBLIN CREAM	374,166
DUNLEAVY	845,653
EAGLE RARE	90,981
FRANZ WEBER	710,999
FRENCH QUARTER	1,312,554
GOLDRING	78,497

GRANADA GRENADINE	1,127,759
HERBSAINT	867,255
ICE & EASY	2,078,053
INFINITY	85,363-A
JAMES FOXE	1,039,842
JEAN BOREL	719,034
JOHN HANDY	753,060
KENTUCKY DALE	91/00547
KENTUCKY RAIN	2,077,841
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PERFECT BEFORE OR AFTER	1,451,198
PEYCHAUD'S	1,040,224
PLIMSOLL	1,411,585
PRALINE	1,085,003
PREMIAT	1,200,619
RAIN	2,206,057
RON MORRO	817,114
ROYAL REGIMENT	829,555
SAZERAC	602,218
SCOWISS	1,358,377
SENIOR CHAVEZ	789,214

SIR MALCOLM	871,891
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TAAKA	126,947
TIJUANA	845,654
TINA	1,707,112
TOCKA	842,976
TORADA	752,613
TORADA MARGARITA CENTER	118,515
VIEUX CARRE	1,319,750
WEBER	1,033,225
WHISTLE HELP	1,214,486

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 23rd day of April, 1999, by and between:

SAZERAC COMPANY, INC., a Louisiana corporation, with a place of business located at 803 Jefferson Highway, Jefferson, Louisiana 70121 (the "Debtor"); and

HIBERNIA NATIONAL BANK, a national banking association, with a place of business located at 313 Carondelet Street, New Orleans, Louisiana 70130, as agent for the ratable benefit of the Lenders (hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the "Secured Party");

W I T N E S S E T H:

WHEREAS, the Debtor, the lenders from time to time party thereto and the Secured Party have entered into a certain Credit Agreement dated of even date herewith (as it may from time to time be amended, modified or supplemented, the "Loan Agreement");

WHEREAS, the Debtor has adopted, has used and is using the trademarks and/or service marks, and is the owner of the U.S. Patent and Trademark Office registrations for which have been obtained and are listed on Schedule A attached hereto (collectively the "Trademarks");

WHEREAS, pursuant to a Security Agreement dated of even date herewith between the Debtor and the Secured Party (as it may from time to time be amended, modified or supplemented, the "Security Agreement"), the Debtor has granted the Secured Party, for the ratable benefit of the Lenders, a security interest in the Trademarks and in all assets relating to and deriving from the Trademarks on the terms and conditions set forth in the Security Agreement;

WHEREAS, the Loan Agreement requires that the Debtor shall execute and deliver this Trademark Security Agreement; and

WHEREAS, all capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Loan Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the parties hereto hereby agree as follows:

1. The Debtor hereby assigns, conveys and transfers unto the Secured Party, for the ratable benefit of the Lenders, on the terms and conditions contained in the Security Agreement, which are incorporated herein and made a part hereof, and as additional security for the payment and performance by the Debtor of the Indebtedness, a first Lien upon all of the Debtor's right, title and interest in, to and under the Trademarks and under the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith.

2. The Debtor shall take all action, under both statutory and common law, which may be necessary or useful to perfect title to the Trademarks, to maintain and/or defend the Trademarks, including without limitation the defense of the Trademarks, surveillance of marks owned and/or used by third parties which may be related to said Trademarks, bringing institution of said actions against infringing marks, and bringing cancellation or opposition proceedings in order to enforce said marks.

3. This Agreement shall terminate upon written notice from the Secured Party to the Debtor that all of the Indebtedness has been fully paid and performed and, upon such termination, the Secured Party shall promptly execute and deliver to the Debtor, at the Debtor's expense, such documents or instruments as the Debtor may reasonably request in furtherance and in evidence of such termination.

4. This Agreement shall be binding upon the Debtor, its successors and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.


5. This Agreement may not be amended or modified except with the written consent of the Secured Party.

6. The Debtor will provide any additional documentation to support or confirm the security interest created under this Agreement.

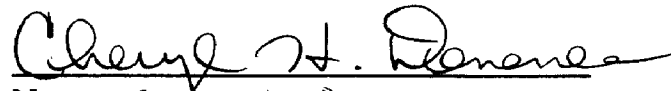
[The rest of this page is intentionally blank.]

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

SAZERAC COMPANY, INC.

By: 
Name: Paul L. Fine
Title: Executive Vice President

HIBERNIA NATIONAL BANK, as Agent

By: 
Name: Cheryl H. Denenea
Title: Vice President

SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT
DATED AS OF APRIL 23, 1999
BETWEEN
SAZERAC COMPANY, INC.
AND
HIBERNIA NATIONAL BANK, AS AGENT

FEDERALLY REGISTERED TRADEMARKS

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TORADA MARGARITA CENTER	118,515
VIEUX CARRE	1,319,750
WEBER	1,033,225
WHISTLE HELP	1,214,486

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 23rd day of April, 1999, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Paul Fine ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the Exec. Vice President of Sazerac Company, Inc., a Louisiana corporation, who acknowledged that Appearer executed the foregoing instrument by authority of said corporation's Board of Directors on behalf of and as the free act and deed of said corporation.

IN WITNESS WHEREOF, Appearer has signed this acknowledgment in the presence of the two undersigned witnesses and me, Notary, on the day and in the month and year hereinabove first written.

WITNESSES:

Aimee Kitcher

Michelle P. [Signature]

Paul Fine

Appearer

Lee R. Adler

Notary Public

LEE R. ADLER
NOTARY PUBLIC
State of Louisiana
My Commission Expires For Life