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RE/

06-11-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks



al documents or copy thereof.

1. Name of conveying party(ies):

SCHENLEY INDUSTRIES, INC.
UNITED DISTILLERS MANUFACTURING, INC.

101062735

receiving party(ies):

Name: Sazerac Company, Inc.

Internal Address: 803 Jefferson Highway

Street Address: Same as above

City: New Orleans State: LA ZIP: 70121

- Individual Association
- General Partnership Limited Partnership
- Corporation-State: Both State of Delaware
- Other _____

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

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation-State: State of Louisiana
- Other _____

Additional name(s) & address(es) attached: Yes No
A domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

3. Nature of conveyance:

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

Execution Date: April 27, 1999

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

A. Trademark Application No(s). Application No(s). B. Trademark Registration No(s). 1,309,275; 1,825,377
1,222,827; 1,879,987, 940,039 and 1,194,084

Additional numbers attached? Yes No

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

Name: Christopher J. Renk

Address: BANNER & WITCOFF, LTD.
Suite 3000
Ten South Wacker Drive
Chicago, Illinois 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR §3.41): \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No. 01-0850

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

DO NOT USE THIS SPACE

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.

Thomas K. Pratt
Name of Person Signing

Thomas K. Pratt
Signature

May 27, 1999
Date

06/10/1999 NTHA11 00000163 1222827

01 FC:481
02 FC:482
Total number of pages including cover sheet, attachments, and document : Six (6)

Mail documents to be recorded with required cover sheet information to:

10864.66932

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001910 FRAME: 0719

COPYRIGHT SECURITY AGREEMENT

THIS COPYRIGHT SECURITY AGREEMENT (this "Agreement"), made as of the 27th day of May, 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 as of April 23, 1999 (as it may from time to time be amended, modified or supplemented, the "Loan Agreement");

WHEREAS, the Debtor has acquired from Schenley Industries, Inc., United Distillers Manufacturing Inc. or other parties and is using the copyrights, and is the owner of the U.S. Registrar of Copyrights registrations for which have been obtained and are listed on Schedule A attached hereto (collectively the "Copyrights");

WHEREAS, pursuant to a Security Agreement dated as of April 23, 1999 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 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 Copyrights and in, to, and under all assets deriving from and relating to the Copyrights, including, without limitation, royalties 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 Copyrights, to maintain and/or defend the Copyrights including without limitation the defense of the Copyrights and bringing actions against infringement of any or all of the Copyrights.

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.

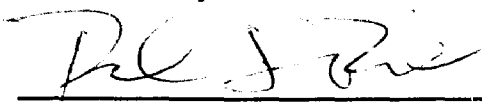
5. This Agreement may not be amended or modified except with the written consent of the Secured Party.

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.

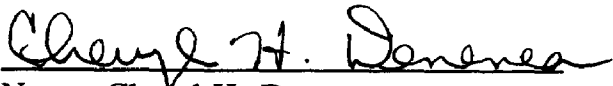
SAZERAC COMPANY, INC.

By: 

Name: Paul L. Fine

Title: Executive Vice President

HIBERNIA NATIONAL BANK, as Agent

By: 

Name: Cheryl H. Denenea

Title: Vice President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF Jefferson

On this 27th day of May, 1999, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Paul L. Fine ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the Executive 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:

Karen Badillo

[Signature]

[Signature]

Appearer: Paul L. Fine

Clyde J. Pourgeois
Notary Public

Clyde J. Pourgeois
Notary Public
Jefferson Parish, La.
Commissioned For Life

SCHEDULE A
 TO THE
 COPYRIGHT SECURITY AGREEMENT
 DATED AS OF MAY 27, 1999
 BETWEEN
 SAZERAC COMPANY, INC.
 AND
 HIBERNIA NATIONAL BANK, AS AGENT

REGISTERED COPYRIGHTS

Copyrights

Work	Reg. No./Reg. Date
(Increase the value of your holdings)	VA-28-264 July 9, 1979
"Increase the value of your holdings. (Charter 10)"	VA-37-728 October 11, 1979
Why Old Charter? Because I've earned the right to go first class.	VA-42-356 January 24, 1980
This year, raise your standard of giving, Old Charter, Kentucky's finest.	VA-43-107 February 6, 1980
"This year, raise your standard of giving. (Charter 10)"	VA-45-779 December 7, 1979
When only the best will do: Old Charter, Kentucky's finest.	VA-59-854 October 6, 1980
"Everyone should like someone this much. (Charter 10)"	VA-66-230 January 27, 1981
"No one had to tell you what to drink. You just knew. Old Charter, Kentucky's finest."	VA-70-601 October 6, 1980

Work	Reg. No./Reg. Date
"Charter the final steps up. Vintage 10 year old Kentucky bourbon: Old Charter"	VA-71-975 April 13, 1981
"Charter 10. The final setup. Vintage 10 year old Kentucky bourbon."	VA-72-786 April 24, 1981
Charter 10 the final setup: (no) 0- 4-26	VA-74-482 June 1, 1981
Charter 10 the final step up.	VA-74-828 June 4, 1981
Everyone should like someone this much: Charter 10 Kentucky bourbon	VA-97-397 December 22, 1980
Invest in a preferred stock. Charter 10. The final step up	VA-35-318 August 20, 1979