

07-29-1999



To the Honorable Commissioner of

Original documents or copy thereof.

1. Name of conveying party(ies):

101105515

Receiving party(ies):

MOHAWK DISTILLED PRODUCTS, L.P.

Name: CONGRESS FINANCIAL CORPORATION
(FLORIDA)

Internal Address: _____

Street Address: 777 Brickell Avenue, Suite 808City: Miami State: Florida ZIP: 33131

- ☐
- Individual(s)
-
- ☐
- General Partnership

- ☐
- Association
-
- ☒
- Limited
-
- Partnership(Delaware)

- ☐
- Corporation-State
-
- ☐
- Other _____

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

- ☐
- Individual(s) citizenship _____

- ☐
- Association _____

- ☐
- General Partnership _____

- ☐
- Limited Partnership _____

- ☒
- Corporation-State
- Florida

- ☐
- Other _____

3. Nature of conveyance:

- ☐
- Assignment
-
- ☒
- Security Agreement
-
- ☐
- Other _____

- ☐
- Merger
-
- ☐
- Change of Name

Execution Date: February 11, 1999If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

75-297443

75-202602

B. Trademark registration No.(s)

1,119,787 2,095,531 834,864

799,215 772,007 311,971

725,709 1,254,894 2,091,663

1,286,332 835,717 1,731,469

Additional numbers attached? ☐ Yes ☒ No

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

Name: Lin M. Cherry, Esq.Internal Address: Akerman, Senterfitt & Eidson, P.A.Street Address: One Southeast Third Avenue, 28th FloorCity: Miami State: Florida ZIP: 331316. Total number of applications and registrations involved: 147. Total fee (37 CFR 3.41) \$360.00

- ☒
- Enclosed

- ☐
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

02/24/1999 DNGUYEN 00000124 1119787

DO NOT USE THIS SPACE

01 FC:481
02 FC:482
03 FC:99840.00 DP
300.00 DP
20.00 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.

Lin M. Cherry

Name of Person Signing

Signature

Date: February 12, 1999Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (ext. 4/94)

07/29/1999 DNGUYEN 00000097 1119787

01 FC:482

25.00 DP

Adjustment date: 07/29/1999
02/24/1999 DNGUYEN 00000124
03 FC:998

**GRANT OF SECURITY INTEREST
(Trademarks and Licenses)**

GRANT OF SECURITY INTEREST, dated as of February 9, 1999 by **Mohawk Distilled Products, L.P.**, a Delaware limited partnership (the "Grantor") in favor of **Congress Financial Corporation (Florida)** (the "Grantee").

WHEREAS, the Grantor owns the trademarks (including service marks), trademark applications, trademark registrations and trade names listed on Schedule 1 hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding to all of the foregoing throughout the world (all of the foregoing trademarks (including service marks), trademark applications, trademark registrations, trade names, fictitious names, service marks, together with the items described in the foregoing clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

WHEREAS, the Grantor is a licensee of trademarks under license agreements with third parties, including, without limitation, the license agreements listed on Schedule 2 hereto, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future breaches or infringements thereof, (iii) rights to sue for past, present and future breaches or infringements thereof, (iv) rights to sell, prepare for sale or rental, sell, rent, and advertise for sale or rental, all inventory now or hereafter covered by such licenses, and (v) rights corresponding to all of the foregoing (all of the foregoing licenses together with the items described in the foregoing clauses (i) through (v) are sometimes hereinafter individually and/or collectively referred to as the "Licenses"); and

WHEREAS, the Grantor has agreed to grant to the Grantee, a first priority security interest in the Trademarks and Licenses, to secure the payment and performance of all indebtedness and obligations of the Grantor to the Grantee (collectively, the "Obligations") in a form which may be recorded with the United States Patent and Trademark Office against all existing and future applications to register and registrations of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby mortgage, pledge and grant to the Grantee, to secure the full and prompt payment and performance of the Obligations, a lien on and security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, each registration of the Trademarks and each application for registration of Trademarks owned by the Grantor, including, without limitation, each Trademark referred to in Schedule 1 hereto;

(ii) each interest in a License, including, without limitation, each License listed in Schedule 2 hereto;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or breach of any Trademark or License;

(iv) all unregistered Trademarks owned by the Grantor, each such Trademark set forth in Schedule 1 hereto, and all future applications to register and registrations of the Trademarks;

(v) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks and Licenses; and

(vi) all trade styles, trade dress, copyrights and other intellectual property owned by Grantee and used in connection with the Trademarks.

The Grantor agrees that until the Obligations shall have been satisfied in full and the Grantor's credit facilities with the Grantee (the "Credit Facilities") shall have been terminated, the Grantor will not, without the Grantee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Grantor's obligations under this Grant of Security Interest and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Grantee under this Grant of Security Interest.

The Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the trademarks, trademark registrations, and trademark applications now owned by the Grantor. If, before the Obligations shall have been satisfied in full and the Credit Facilities shall have been terminated, the Grantor shall (i) obtain rights to any new trademarks, trademark applications, trademark registrations, tradenames, or fictitious names, or (ii) become entitled to the benefit of any trademark application, trademark or trademark registration, the provisions of this Grant of Security Interest shall automatically apply thereto and the Grantor shall give to the Grantee prompt written notice thereof. The Grantor hereby authorizes the Grantee to modify this Grant of Security Interest by amending Schedule 1 to include any future trademarks, trademark registrations, trademark applications and tradenames which are Trademarks under this Grant of Security Interest and to record this Grant of Security Interest against any such trademark applications and trademark registrations.

The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks assigned hereunder, or (ii) the Obligations have been paid in full and the Credit Facilities have been terminated.

The Grantor shall have the duty (i) to prosecute diligently any trademark application of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Credit Facilities shall have been terminated, (ii) to make application on trademarks, as appropriate, and (iii) to preserve and maintain all rights in trademark applications, trademarks, and trademark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of the Grantee, which consent shall not be unreasonably withheld.

No course of dealing between the Grantor and the Grantee, nor any failure to exercise, nor any delay in exercising, on the part of the Grantee, any right, power or privilege hereunder or under the Credit Facilities shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

The provisions of this Grant of Security Interest are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not, in any manner, affect such clause or provision in any other jurisdiction, or any other clause or provision of this Grant of Security Interest in any jurisdiction.

This Grant of Security Interest cannot be altered, amended or modified in any way, except as specifically provided above or by a writing signed by the parties hereto.

All of the Grantee's rights and remedies with respect to the Trademarks, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

This Grant of Security Interest shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Grantee, its nominees and assigns.

This Grant of Security Interest shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed and sealed in its corporate name by its duly authorized corporate officer as of the date first above written.

MOHAWK DISTILLED PRODUCTS, L.P.,
a Delaware limited partnership
By: Mabriz Corp., a Delaware corporation

By: [Signature]
Name: BARRY KESSLER
Title: SECRETARY

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 11 day of February, 1999 by BARRY KESSLER, as SECRETARY of Mabriz Corp., a Delaware corporation, on behalf of the corporation, as general partner of Mohawk Distilled Products, L.P. He/she is personally known to me or has produced a driver's license as identification and did (did not) take an oath.

[Signature: Elaine I. Friedman]
Print or Stamp Name: _____
Notary Public, _____ at Large
My Commission Expires:

ELAINE I. FRIEDMAN
Notary Public, State of New York
No. 00107600, Qualified in N. Rochester City.
Commission Expires 2/28 2000

**U.S. TRADEMARK REGISTRATIONS
AND PENDING APPLICATIONS****FEDERAL TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>REG. NO</u>
Basilica	1,119,787
E-Z Travel	2,095,531
George M. Tiddy's Canadian Liqueur	834,864
Newport	799,215
Newport	772,007
Newport	311,971
Newport	725,709
PinPoint	1,254,894
Rainbow Spirits	2,091,663
Rosita	1,286,332
Tiddy's	835,717
White Burch	1,731,469

FEDERAL TRADEMARK APPLICATIONS

<u>MARK</u>	<u>REG. NO</u>
La Prisonniere	75-297443
Puerto Neuvo	75-202602

STATE TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>STATE OF REGISTRATION</u>	<u>REG NO.</u>
Mohawk	Georgia	T1800
Mohawk	Minnesota	7112
Mohawk	Colorado	T9626

UNREGISTERED TRADEMARKS

<u>MARK</u>
Chaska
Vodstock
James C. Sussex
Portside

TRADEMARK LICENSES

<u>LICENSOR</u>	<u>MARK</u>	<u>TRADEMARK REGISTRATION OR SERIAL NUMBER</u>
Marie Brizard Et Roger Inc.	Apry	311,982
Marie Brizard Et Roger Inc.	Aprydisiac	2,206,202
Marie Brizard Et Roger Inc.	Ashbourne	1,893,276
Marie Brizard Et Roger Inc.	Brizard	754,365
Marie Brizard Et Roger Inc.	Charleston follies	1,948,669
Marie Brizard Et Roger Inc.	Charleston	698,276
Marie Brizard Et Roger Inc.	Grand Orange	1,696,309
Marie Brizard Et Roger Inc.	Jean Danflou	1,763,171
Marie Brizard Et Roger Inc.	Mango Passion	1,902,923
Marie Brizard Et Roger Inc.	Marie Brizard	697,175
Marie Brizard Et Roger Inc.	Marie Brizard Charleston Follies	2,013,088
Marie Brizard Et Roger Inc.	Marie Brizard Depuis 1755	1,384,591
Marie Brizard Et Roger Inc.	MB	26,558
Marie Brizard Et Roger Inc.	MB	1,815,068
Marie Brizard Et Roger Inc.	MS	1,441,400
Marie Brizard Et Roger Inc.	None	75-304392
Marie Brizard Et Roger Inc.	Old Lady's	75-271214
Marie Brizard European Development N.V.	Philipponnat	1,557,149