

ATTORNEY DOCKET NO. 10864.66932

RECORDATION FC
TRADEMA

03-17-2000

PARTMENT OF COMMERCE
it and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please



101291409

or copy thereof.

1. Name of conveying party(ies):

Sazerac Company, Inc.

02-16-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

- ☐ Individual
☐ General Partnership
☒ Corporation-State: Sazerac - Louisiana
☐ Other 2/16/00

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

3. Nature of conveyance:

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

Execution Date: 05/27/99

Name and address of receiving party(ies):

Name: Hibernia National Bank

Internal Address: _____

Street Address: 313 Carondelet StreetCity: New Orleans State: LA ZIP: 70130

- ☐ Individual(s) citizenship: _____
☒ Association: National Banking Association
☐ General Partnership: _____
☐ Limited Partnership: _____
☐ Corporation-State: _____
☐ Other _____

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

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

A. Trademark Application No(s).

B. Trademark Registration No(s): 1,309,275; 1,222,827;
940,039; 1,825,377; 1,879,987; 1,194,084; 1,927,547Additional numbers attached? ☐ Yes ☒ No

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

Name: Christopher J. RenkAddress: BANNER & WITCOFF, LTD.
Suite 3000
Ten South Wacker Drive
Chicago, Illinois 60606

6. Total number of applications and registrations involved:

77. Total fee (37 CFR §3.41): \$ 190.00

- ☒ 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.)

03/17/2000 DCURTES 00000064 1309275

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 150.00 DP9. 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

Signature

February 11, 2000

Date

Total number of pages including cover sheet, attachments, and document: 6

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002035 FRAME: 0130

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK 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 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 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 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 MAY 27, 1999
BETWEEN
SAZERAC COMPANY, INC.
AND
HIBERNIA NATIONAL BANK, AS AGENT

FEDERALLY REGISTERED TRADEMARKS

<u>Mark</u>	<u>Number</u>
CHARTER	1,309,275
CHARTER 10	1,222,827
Clock Design	940,039
OLD CHARTER	1,825,377
WL WELLER	1,879,987
OLD WELLER THE ORIGINAL 107 PROOF Stylized	1,194,084
HC THE BOURBON COLLECTION plus design	1,927,547

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 Badella

Ed. J. Bourgeois

Paul L. Fine
Appearer: Paul L. Fine

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