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Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): White Rock Distilleries, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Maine <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Fleet National Bank</u> Internal Address: _____ Address: <u>P.O. Box 1280</u> Street Address: <u>Two Portland Square</u> City: <u>Portland</u> State: <u>ME</u> Zip: <u>04101</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>national banking association</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>July 31, 2002</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76/423,689</u></p> <p>B. Trademark Registration No.(s) <u>1,010,542</u> <u>1,508,506</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Charles P. Bacall</u> Internal Address: <u>Verrill & Dana, LLP</u> _____ _____ <u>P.O. Box 586</u> Street Address: <u>One Portland Square</u> _____ City: <u>Portland</u> State: <u>ME</u> Zip: <u>04112-0586</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p><u>Charles P. Bacall</u> <u>Charles P. Bacall</u> <u>October 1, 2002</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 6</p>	

10/04/2002 LNUELLER 0000251 76423689

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
50.00 OP

TRADEMARK
REEL: 002593 FRAME: 0749

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of July 31, 2002 by and between FLEET NATIONAL BANK, a national banking association with a place of business in Boston, Massachusetts, and having an office at Two Portland Square, Portland, Maine 04101, its successors and assigns ("Bank") and WHITE ROCK DISTILLERIES, INC., a corporation organized under the laws of Maine ("Grantor").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Amended and Restated Master Loan and Security Agreement by and between Bank and Borrower dated as of April 25, 2001, as previously amended, and as amended by a Third Amendment (the "Third Amendment") of even date herewith (such Amended and Restated Master Loan and Security Agreement, as amended and as the same may be further amended, modified or supplemented from time to time, being referred to herein as the "Loan Agreement;" capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to enter into the Third Amendment, and to make the loans referred to therein to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Trademarks to secure the obligations of Grantor under the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under any and all United States trademarks, trademark applications and trademark registrations, all applications and registrations of the trademarks in any state of the United States, in Canada and in any foreign country or locality, all trade names, all elements of package or trade dress of goods, and the goodwill of Grantor's business connected with and symbolized by the above-mentioned trademarks, trade names and package or trade dress (including without limitation those trademark applications and registrations listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all registrations, re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity.

Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all trademark rights in connection with which Grantor has registered or filed an application with the United States Patent and Trademark Office, the Canadian Intellectual Property Office or the any trademark office in any other jurisdiction, other than those in which Grantor has previously granted a security interest to Bank.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

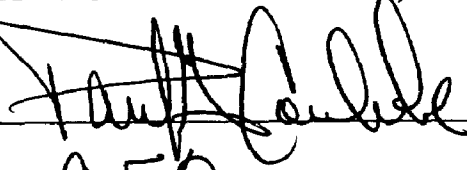
IN WITNESS WHEREOF, the parties have cause this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WHITE ROCK DISTILLERIES, INC.

Address of Grantor:

21 Saratoga Street
P.O. Box 1829
Lewiston, ME 04240

By: 
Title: C.E.O.

BANK:

FLEET NATIONAL BANK

Address of Bank:

Two Portland Square
P.O. Box 1280
Portland, ME 04104

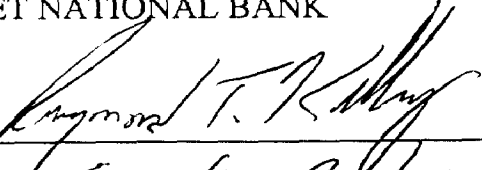
By: 
Title: Branch Vice President

EXHIBIT A

U.S. Trademarks

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MOUNT ROYAL	1,508,506	Oct. 11, 1988
HUNTER	1,010,542	May 13, 1975
CANADIAN HUNTER	pending 76/423,689	June 21, 2002

EXHIBIT B

Canadian Trademarks

<u>Mark</u>	<u>Registration Number</u>
MOUNT ROYAL	TMA 359,390
CANADIAN HUNTER	TMA 308,381
ADAM'S	UCA015395
ADAM'S ROYAL BOND	UCA042952
ADAMS ANTIQUE & Design	TMA366299
ADAMS DOUBLE DISTILLED Label	TMA284589
ADAMS PRIVATE STOCK	TMA166679
ANTIQUE	TMA371940
ANTIQUE (Stylized)	TMDA035163
M & DESIGN	TMA221865
MELCHERS	TMDA056121
MELCHERS & DESIGN	TMA221866
MELCHERS BOTTLE DESIGN	TMDA045914
MELCHERS MAXI-VODKA	TMA251680
MELCHERS MELLOW AND MILD CANADIAN WHISKY	TMA207455
MELCHERS SPECIAL MILD	TMA290932
MELCHERS VERY MILD	TMA358473
VERY MILD	TMA344631
KOLOMYKA	TMA193166
INDIGO	TMA492211

EXHIBIT C

Other non-U.S. Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>
MOUNT ROYAL LIGHT word mark	South Korea	297702
HUNTER "FIRST OVER THE BARS" (and Device)	Jamaica	5,318
HUNTER "FIRST OVER THE BARS" (and Device)	Myanmar	2260/56
HUNTER "FIRST OVER THE BARS" (and Device)	Myanmar	834/51
HUNTER AMERICAN RYE Label	Germany	431,205
OLD LEWIS HUNTER word mark	Japan	4,076,840
OLD LEWIS HUNTER word mark	Switzerland	382,539
WHITE HUNTER	Argentina	1.551.115
WHITE HUNTER	Argentina	1.551.116
ANTIQUE & Train Landscape	Bangladesh	7175
ANTIQUE & Train Landscape Device	Japan	2077425

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