

2-5-03<sup>7</sup>



102374087

To the Honorable Commissioner of Patents and Trademarks

Send original documents or copy thereof.

1. Name of conveying party(ies):  
**Caribbean Distillers Corporation, Limited**  
**P. O. Box 147**  
**The Valley, Anguilla**

Individuals(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-Anguilla  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies)  
Name: **California Bank & Trust**  
Internal Address:  
Street Address: **550 Hope Street, 3<sup>rd</sup> Floor,**  
City: **Los Angeles** State: **California** ZIP: **90071**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **California**  Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

If 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

Execution Date: **December 12, 2002**

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

A. Trademark Application No.(s)  
75/940,738                      75/567,332  
75/513,252  
75/813,071

B. Trademark Registration No.(s)  
2,388,372                      1,809,473                      1,693,459  
2,147,067                      1,950,491                      2,187,055  
1,859,922

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Ms. Sharon R. Hayes**  
Name: **Buchalter, Nemer, Fields & Younger**  
Internal Address:  
\_\_\_\_\_  
Street Address: **601 South Figueroa Street, 24th Floor**  
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) ..... \$ 290.<sup>00</sup>  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-0052

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

02/25/2003 6TON11 00000116 200052 75940738

01 FC:0521 40.00 CH  
02 FC:0522 250.00 CH

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.

Ms. Sharon Hayes  
Name of Person Signing

*Sharon R Hayes*  
Signature

January 31, 2003  
Date

*Christine E Wilson*

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

68

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# California Bank & Trust

## Intellectual Property Security Agreement

**Grantor:** Caribbean Distillers Corporation, Limited,  
a corporation organized under the laws of Anguilla

**Address:** P.O. Box 147  
The Valley, Anguilla

**Date:** December 12, 2002

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into on the above date between CALIFORNIA BANK & TRUST, a California banking corporation ("Bank"), with offices at 550 South Hope Street, 3<sup>rd</sup> Floor, Los Angeles, California 90071, and the grantor named above ("Grantor"), whose chief executive office is located at the above address with respect to the following:

A. Grantor is contemporaneously herewith entering into with Bank, as lender, that certain Loan and Security Agreement (the "Loan Agreement"), and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Bank.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

### 1. DEFINITIONS AND CONSTRUCTION.

**1.1 Definitions.** The following terms, as used in this Agreement, have the following meanings:

**"Code"** means the California

Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

**"Collateral"** means all of the following used in the Patron Business and either (i) owned by Grantor or (ii) licensed by a third party to Grantor.

(i) Each of the Copyrights, as such term is defined below, and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the Copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(ii) Each of the Trademarks, as such term is defined below, and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such Trademarks and trademark rights;

(iii) Each of the Patents, as such term is defined below, and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such Patents and patent rights;

(iv) All of Grantor's right, title, and interest, in and to the Copyrights listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right to the Trademarks listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Grantor's right, title, and interest, in and to the Patents listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Grantor's right to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations of original works, compilations, derivative works, collective works, and works made for hire, the right (without obligation) to sue in the name of Grantor or in the name of Bank for past, present, and future infringements of the Copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(viii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Bank for past, present, and future infringements of the Trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(ix) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the Patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Bank for past, present, and future infringements of the Patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**"Copyrights"** means the copyright registrations and applications for copyright registration for works used in the Patron Business that are listed on Schedule A attached hereto.

**"Obligations"** means all obligations, liabilities, and indebtedness of Grantor to Bank, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, or otherwise, including all costs and expenses described in Section 11.8 hereof.

**"Patron Business"** means the portion of Grantor's business directed to the manufacture, marketing, sale and distribution of a collection of tequila products sold under the brand name "PATRON" consisting of PATRON

SILVER tequila, PATRON REPOSADO tequila, PATRON AÑEJO tequila, PATRON XO CAFÉ coffee liqueur, and PATRON 51.

**"Patents"** means the patents and patent applications the claims of which cover inventions used in the Patron Business that are listed on Schedule C attached hereto.

**"Trademarks"** means the trademark registrations and applications for trademark registration for trademarks used in the Patron Business that are listed on Schedule B attached hereto.

**1.2 Construction.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Bank, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Bank and Grantor.

## 2. GRANT OF SECURITY INTEREST.

**2.1 Grant of Security Interest.** Grantor hereby grants to Bank a security interest in all of Grantor's right, title, and interest in and to the Collateral to secure the Obligations.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

### 3.1 Collateral.

(i) A substantially true and complete schedule setting forth all Copyrights,

together with a summary description and information in respect of the dates of filing or issuance thereof is set forth on Schedule A;

(ii) A substantially true and complete schedule setting forth all Trademarks, together with a summary description and information in respect of the dates of filing or issuance thereof is set forth on Schedule B;

(iii) A substantially true and complete schedule setting forth all Patents, together with a summary description and information in respect of the dates of filing or issuance thereof is set forth on Schedule C;

**3.2 Validity; Enforceability.** Each of the Copyrights, Patents and Trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the Copyrights, Patents or Trademarks are invalid or unenforceable, or that the use of any Copyrights, Patents or Trademarks in the Patron Business violates the rights of any third person, or of any basis for any such claims;

**3.3 Title.** Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Copyrights, Patents, and Trademarks listed on the schedules attached hereto, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, either issued by or to Grantor, shop rights, and covenants by Grantor not to sue third persons;

**3.4 Notice.** Grantor has used and will continue to use proper statutory notice in connection with its use of each of the Copyrights, Patents and Trademarks;

**3.5 Quality.** Grantor has used and will continue to use standards of quality consistent with Grantor's past practices in the manufacture, design, sale, and lease of products and the delivery of services under or in connection with the Trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will take all necessary steps to continue to maintain the validity of the Trademarks;

**3.6 Perfection of Security Interest.** Except for the filing of a financing statement with the District of Columbia Recorder of Deeds and filings with the United States Patent and Trademark Office and United States Copyright

Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of in the United States or the exercise by Bank of its rights hereunder to the Collateral in the United States.

**3.7** Regarding the Collateral located outside of the United States, Grantor agrees to (i) execute any necessary documents or agreements respecting each of the countries listed in Schedule B hereto the laws of which so provide, to perfect a security interest in the Collateral, in substantially the same terms, as the security interest created through this agreement, and (ii) carry out the filings, if applicable as possible, before the competent local administrative or governmental authorities of such countries, to establish a security interest in the Collateral in substantially the same terms as the security interest created through this agreement, provided however that all such documents and filings shall be in a manner consistent and in accordance with the applicable laws of each country, and shall also be executed in form and substance satisfactory to Bank.

#### **4. AFTER-ACQUIRED COPYRIGHT, PATENT OR TRADEMARK RIGHTS.**

**4.1 After-Acquired Copyright, Patent or Trademark Rights.** If Grantor shall obtain rights to any new copyrights, trademarks or any new patentable inventions with respect to the Patron Business, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new copyrights, trademarks or patents, or renewal or extension of any trademark registration thereof used in the Patron Business. Grantor shall bear any expenses incurred in connection with future copyright registrations, patent applications or trademark registrations.

#### **5. LITIGATION AND PROCEEDINGS.**

**5.1 Litigation and Proceedings.** Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to

protect the Collateral. Grantor shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, if such event could have a materially adverse affect on the Patron Business, Grantor shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the Copyrights, Patents or Trademarks, its right to apply for the same, or its right to keep and maintain such Copyrights, Patents or Trademarks.

#### **6. POWER OF ATTORNEY.**

**6.1 Power of Attorney.** Grantor grants Bank power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time following an Event of Default in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for Bank to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

#### **7. RIGHT TO INSPECT.**

**7.1 Right to Inspect.** Grantor grants to Bank and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold or leased under any of the Copyrights, Patents or Trademarks, on not less than ten (10) days prior written notice, to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

#### **8. EVENTS OF DEFAULT.**

Any of the following events shall be an Event of Default:

**8.1 Loan Agreement.** An Event of Default shall occur as defined in the Loan Agreement and shall not be cured during any applicable cure period;

**8.2 Misrepresentation.** Any representation or warranty made herein by Grantor or in any document furnished to Bank by Grantor under this Agreement is incorrect in any material respect when made or when reaffirmed and which misrepresentation or omission would materially adversely affect the rights of the Bank granted hereunder, the enforceability of this Agreement or the Grantor's rights in the Collateral; and

**8.3 Breach.** Grantor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Bank.

## 9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Bank shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

**9.1 Notification.** Bank may notify licensees to make royalty payments on license agreements directly to Bank;

**9.2 Sale.** Bank may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor ten (10) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least ten (10) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Bank may be the purchaser of

any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Bank at such sale.

## 10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

**10.1 CHOICE OF LAW AND VENUE.** THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF BANK, IN ANY OTHER COURT IN WHICH BANK SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF GRANTOR AND BANK WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

**10.2 JURY TRIAL WAIVER.** GRANTOR AND BANK HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTOR AND BANK REPRESENT THAT EACH HAS

REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## 11. GENERAL PROVISIONS.

**11.1 Effectiveness.** This Agreement shall be binding and deemed effective when executed by Grantor and Bank.

**11.2 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign this Agreement or any rights or duties hereunder without Bank's prior written consent and any prohibited assignment shall be absolutely void. Bank may assign this Agreement and its rights and duties hereunder only to a purchaser of Bank's rights under the Loan Documents, and no consent or approval by Grantor is required in connection with any such assignment.

**11.3 Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

**11.4 Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**11.5 Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

**11.6 Amendments in Writing.** This Agreement can only be amended by a writing signed by both Bank and Grantor.

**11.7 Counterparts; Telefacsimile**

**Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**11.8 Fees and Expenses.** Grantor shall pay to Bank on demand all reasonable costs and expenses that Bank pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Bank; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Bank arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing

any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

**11.9 Notices.** Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 11.5 of the Loan Agreement.

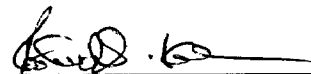
**11.10 Notice to Counsel.** Bank shall provide a copy of all notices hereunder to Grantor's intellectual property counsel, Michael S. Sherman, Esq., Jeffer, Mangels, Butler & Marmaro LLP, 2121 Avenue of the Stars, 10<sup>th</sup> Floor, Los Angeles, California, 90067-5010.

**11.11 Integration.** This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

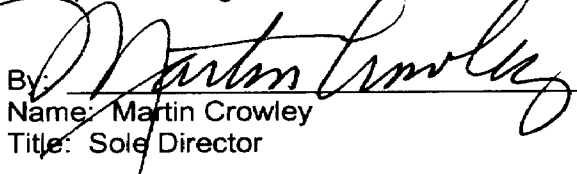
**BANK:**

**CALIFORNIA BANK & TRUST,**  
a California banking corporation

By:   
Name: Robert Kahn  
Title: Vice President

**GRANTOR:**

**CARIBBEAN DISTILLERS CORPORATION, LIMITED,**  
a corporation organized under the laws of Anguilla

By:   
Name: Martin Crowley  
Title: Sole Director



**SCHEDULE A**

**REGISTERED COPYRIGHTS**

Grantor does not own, control nor have a license to any federal copyright registrations or pending copyright registrations as of the date of this Agreement to which this Schedule A is attached.

**SCHEDULE B****REGISTERED TRADEMARKS**

| <u>Trademark</u>                  | <u>Country / State</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-----------------------------------|------------------------|-------------------------|--------------------------|
| ANEJO PATRON Label Design         | Mexico                 | 539162                  | December 19, 1996        |
| Bottle Design (Patron)            | Mexico                 | 420322                  | August 19, 1992          |
| DEL PATRON                        | Mexico                 | 410506                  | April 9, 1992            |
| PATRON                            | Arizona                | 30832                   | June 22, 1992            |
| PATRON                            | California             | 95403                   | January 22, 1992         |
| PATRON                            | Colorado               | 19921062542             | June 22, 1992            |
| PATRON                            | Florida                | T16387                  | September 29, 1992       |
| PATRON                            | France                 | 92423978                | June 24, 1992            |
| PATRON                            | Georgia                | T11913                  | July 17, 1992            |
| PATRON                            | Germany                | 2101239                 | October 1, 1996          |
| PATRON                            | Italy                  | 643884                  | February 28, 1995        |
| PATRON                            | Japan                  | 3012319                 | December 22, 1994        |
| PATRON                            | Mexico                 | 410516                  | April 9, 1992            |
| PATRON                            | New York               | R-26972                 | August 12, 1992          |
| PATRON                            | New Mexico             | TN92072003              | July 20, 1992            |
| PATRON                            | United Kingdom         | 2101246                 | February 6, 1998         |
| PATRON                            | United States          | 2388372                 | September 19, 2000       |
| PATRON                            | United States          | 1809473                 | December 7, 1993         |
| PATRON & Design                   | Mexico                 | 496535                  | June 30, 1995            |
| PATRON & Design                   | Mexico                 | 496536                  | June 30, 1995            |
| PATRON & Design                   | Mexico                 | 622881                  | September 17, 1999       |
| PATRON 51 & Design                | Mexico                 | 558287                  | September 18, 1997       |
| Patron Bottle Design (Short Neck) | United States          | 1693459                 | June 9, 1992             |
| Patron Bottle Shape & Device Mark | France                 | 96-627189               | October 18, 1996         |
| Patron Bottle Shape & Device Mark | Germany                | 39624195                | July 24, 1997            |
| Patron Bottle Shape & Device Mark | Italy                  | 753483                  | August 17, 1998          |
| Patron Bottle Shape & Device Mark | Mexico                 | 532411                  | September 26, 1996       |
| Patron Bottle Shape & Device Mark | Spain                  | 2032521                 | July 7, 1997             |
| Patron Bottle Shape & Device Mark | United States          | 2147067                 | March 31, 1998           |
| PATRON XO CAFE & Design           | Mexico                 | 645429                  | July 6, 1999             |
| PATRON XO CAFE (Stylized)         | United States          | 1950491                 | January 23, 1996         |
| PATRON XO CAFÉ Bottle Design      | United States          | 2187055                 | September 8, 1998        |

|  |                |         |                    |
|--|----------------|---------|--------------------|
| RESERVA DEL PATRON                             | Mexico         | 156146  | April 1, 1970      |
| SILVER PATRON Bottle Design                    | Mexico         | 543931  | March 11, 1997     |
| SILVER PATRON & Design                         | Mexico         | 622882  | September 17, 1999 |
| ST. MAARTEN XO CAFE                            | United States  | 1859922 | October 25, 1994   |
| TEQUILA 100% AGAVE SILVER PATRON Bottle Design | United Kingdom | 2104071 | September 19, 1997 |
| Trade Dress (Silver Patron Box Design)         | United Kingdom | 2105480 | September 18, 1998 |

**PENDING TRADEMARKS**

| <u>Trademark</u> | <u>Country</u>     | <u>Application No.</u> | <u>Application Date</u> |
|------------------|--------------------|------------------------|-------------------------|
| PATRON TEQUILA   | European Community | 2130466                | March 14, 2001          |
| PATRON TEQUILA   | Italy              | 5698-2000RM            | September 26, 2000      |
| CERVEZA PATRON   | United States      | 75/940738              | March 10, 2000          |
| PATRON           | Canada             | Unassigned             | February 22, 2002       |

**ALLOWED TRADEMARKS**

| <u>Trademark</u>               | <u>Country</u> | <u>Application No.</u> | <u>Application Date</u> |
|--------------------------------|----------------|------------------------|-------------------------|
| HOTEL PATRON                   | United States  | 75/513252              | July 6, 1998            |
| PATRON 51                      | United States  | 75/567332              | October 8, 1998         |
| PATRON 51 TEQUILA (and design) | United States  | 75/813071              | September 29, 1999      |
| PATRON                         | Canada         | 709,373                | July 21, 1992           |

**SCHEDULE C**

**PATENTS**

Grantor does not own, control nor have a license to any federal patents or patent applications as of the date of this Agreement to which this Schedule C is attached.