

5-28-03

06-02-2003

Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼

RECC
TF



102461687

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.

1. Name of conveying party(ies):

White Rock Distilleries, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)

Name: Fleet Bank of Maine

Internal Address: _____

Street Address: 35 Ash Street

City: Lewiston State: ME Zip: 04240

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Bank

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other corrective filing clarifying
that previously recorded 1997
conveyance was actually a "Notice
Execution Date of Security Interest
July 18, 1997

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

A. Trademark Application No.(s) 74/692,049

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,823,079;
1,819,150; 1,987,461; 1,840,805

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

Name: Daniel I. Schloss, Esq.

Internal Address: _____

Street Address: Greenberg Traurig, LLP
 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1561

DO NOT USE THIS SPACE

9. Signature.

Daniel I. Schloss *Daniel Schloss* May 29, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

05/30/2003 LMUELLER 00000109 501561 74692049

01 FC:8521 40.00 CH
 02 FC:8522 100.00 CH

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

TRADEMARK
 REEL: 002743 FRAME: 0233

PTO-1584
 U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark Office
 09-25-1997
 45 No. 0651-0011 (exp. 4/94)
 Tab settings = = = =
 To the Honorable Comm
 100540447

1. Name of conveying party(ies):
 WHITE ROCK DISTILLERIES, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other MRD 9-19-97
 Additional name(s) of conveying party(ies) attached? Yes No
 3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
 Execution Date: July 18, 1997

COVER SHEET ONLY
 record the attached original documents or copy thereof.
 2. Name and address of receiving party(ies)
 Name: Fleet Bank of Maine
 Internal Address: Attn: Claude Carbonneau
 Street Address: 35 Ash Street
 City: Lewiston State: ME ZIP: 04240
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Bank
 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

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
See attached Schedule A.
 B. Trademark Registration No.(s)
See attached Schedule A.
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Susan E. Oram, Esq.
 Internal Address: Bonneau & Gelsmar
 Street Address: P.O. Box 7230
100 Lisbon Street
 City: Lewiston State: ME ZIP: 04240

6. Total number of applications and registrations involved: 7
 7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed Previously submitted.
 Please see attached letter.
 Authorized to be charged to deposit account
 B. Deposit account number: 190E
 (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.
Susan E. Oram [Signature] 9/15/97
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments MARK
 Washington, D.C. 20231
 1633 FRAME 0717

**SCHEDULE A TO
CONDITIONAL ASSIGNMENT / SECURITY / NOTICE OF SECURITY INTEREST**

ISSUED UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Chateau Monet	#74/354,054	February 22, 1994
Fire Water	#74/354,049	February 1, 1994
Goldrush	#1,987,461	July 16, 1996
Kapali	#1,840,805	June 21, 1994
Seven Heads	#2,067,593	June 3, 1997

UNITED STATES TRADEMARK APPLICATIONS PENDING

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Fire and Ice	#74/692,049	June 22, 1995
Spider and Web Design	#74/426,790	August 19, 1993

K:\JUDY\CLIENTS\WITTS\ASSIGN1.FRM

TRADEMARK
REEL: 1633 FRAME: 0718

**TRADEMARK
REEL: 002743 FRAME: 0235**

F A

CONDITIONAL ASSIGNMENT / SECURITY / NOTICE OF SECURITY INTEREST

RECITALS

1. WHITE ROCK DISTILLERIES, INC. (hereinafter "the Assignor"), of 21 Sarasota Street, Lewiston, Maine, has adopted, used and is using the trademarks as set forth in Schedule A, which are registered in the United States Patent Trademark Office.

2. Assignor wishes to grant a Conditional Assignment and Security Interest in the above-referenced trademarks as set forth in Schedule A to Fleet Bank of Maine (hereinafter "the Assignee"), 35 Ash Street, Lewiston, Maine.

3. The Conditional Assignment and Security Interest in the above-referenced trademarks as set forth in Schedule A is junior to the Security Interest granted by Assignor to NWS Incorporated of Chicago, Illinois.

In consideration of funds advanced by Assignee to Assignor, and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby conditionally assign to Assignee, and grant to Assignee a security interest in all of its rights, title and interest in and to, the trademarks described in Schedule A, together with the goodwill of business symbolized by such trademarks, and the above-identified registration thereof.

DATE: July 18, 1997

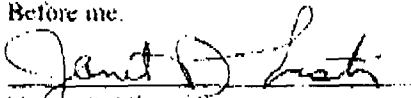
WHITE ROCK DISTILLERIES, INC., Assignor

BY: 
Paul G. Coulombe, Chief Executive Officer

STATE OF MAINE
ANDROSCOGGIN, SS.

Then personally appeared the above-named Paul G. Coulombe and made oath to the truth of the above statements by him made.

Before me.



Notary Public

Printed Name: Janet D. Bustin

My Commission Expires: 9/12/98

K JUDY/C/8/15 WHITE ASSIGN/ERM

TRADEMARK
REEL: 1633 FRAME: 0719

TRADEMARK
REEL: 002743 FRAME: 0236



Exhibit "A" to UCC-1

As security, Debtor transfers, sets over and assigns to Secured Party:

A. All of its inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, including any or all of the foregoing represented by warehouse receipts, bailment contracts, packaging and shipping materials and other tangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or consumed in Borrower's Business (hereinafter collectively called "Inventory").

B. All accounts receivable, notes, drafts, acceptances, and other forms of obligations, instruments, chattel paper, general intangibles and contract rights and warehouse receipts (hereinafter collectively called "Accounts").

C. All trademarks, service marks, licenses, brand names, formulas, labels, whether registered or unregistered, and all of the goodwill attaching thereto or associated therewith (hereinafter collectively called "Marks").

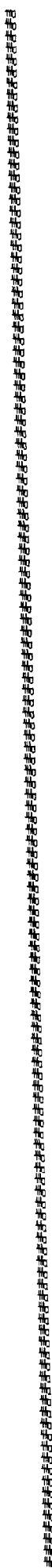
D. All logos, styles, label designs and proprietary bottle designs used for products identified by the Marks, including all trademark rights and associated goodwill, copyrights and other intellectual property rights of the Borrower therein, and any existing or pending registrations or design patents therefore, the tradenames and assumed or fictitious names used on product labels associated with the Marks, together with the goodwill of the Borrower associated therewith anywhere in the world and any registrations therefore and identified on Exhibit "A" hereto (the various products of the Borrower that are identified by the Designs and Tradenames are hereinafter referred to collectively as the "Brands"),

E. Any and all know how, trade secrets, formula or other confidential or proprietary information of the Borrower relating to the production, marketing and distribution of the Brands, together with any associated patents, patent applications or patentable inventions of the Borrower existing anywhere in the world (the "Proprietary Information"),

F. All books and records relating to the foregoing and the production and sale of goods bearing the Brands, including, without limitation, price lists, customer lists, supplier lists, programming information and studies, technical information and engineering data, news and advertising studies, and consulting reports and sales correspondence (the "Business Records"),

G. All right, title and interest of Borrower, whether now owned or hereafter acquired, in the Master Agreement dated as of July 10, 1997 between

TRADEMARK
REEL: 1633 FRAME: 0720



Fleet National Bank and the Borrower and any transaction thereunder (including, without limitation, all amounts payable or deliverable thereunder),

H. All books and records; tax refunds; trade secrets; computer programs; and customer lists, and

I. All goodwill and general intangibles,

now existing or hereafter arising, now or hereafter owned or acquired by Borrower, wherever located, however the same shall arise to be acquired, and all proceeds and collections thereof, all guaranties and other security therefor, all right, title and interest of Borrower in the merchandise which gave rise thereto, including the right of stoppage in transit, all returned, rejected, or repossessed goods, the sale of which shall have given rise to any account or any such instruments or chattel paper and all rights, claims or causes of action against third parties relating to the foregoing (all, including the Accounts, Inventory, Marks, Brands, Proprietary Information and Business Records, hereinafter collectively called the "Collateral"), and in the proceeds and products thereof.

TRADEMARK
REEL: 1653 FRAME: 0721

TRADEMARK
REEL: 002743 FRAME: 0238

Schedule A
to Federal UCC-1 Exhibit A

I. Trademarks/Designs

A. Marks Subject to a Federal (U.S.) Registration or Application

<u>Registration or Application No.</u>	<u>Trademark</u>	<u>Registration or Filing Date</u>
RN 553,911	Tom Hannah	01/22/52
RN 577,367	Karlof	07/14/53
RN 664,527	White Eagle	07/15/58
RN 744,180	Baker Street	01/22/63
RN 761,461	Kerby House	12/10/63
RN 764,802	Grommes & Ullrich	02/11/64
RN 837,339 (Supp.)	Kingston	10/17/67
RN 891,682	Sunset	05/26/70
RN 904,818	Hannah and Hogg	12/22/70
RN 1,011,668	Grand Suzette	05/27/75
RN 1,026,354	Neapolitan	12/02/75
RN 1,045,544	De Corso	08/03/76
RN 1,153,351	Schranck's	05/05/81
RN 1,277,314	Vogue	05/08/84
RN 1,343,128	Camelot	06/18/85
RN 1,418,521	Lautrec	11/25/86
RN 1,556,024	McGuires	09/12/89
RN 1,688,043	Old St. Nick's	05/19/92
RN 1,788,951	Wesport	08/17/93
RN 1,876,826	Aunt Bea's	01/31/95
RN 1,924,780	Scoops	10/03/95
RN 2,014,356	Chamonix	11/05/96
SN 75/057,679	Boza	02/14/96
SN 75/059,938	Allure	02/20/96

TRADEMARK
REEL: 1633 FRAME: 0722

TRADEMARK
REEL: 002743 FRAME: 0239

<u>Registration or Application No.</u>	<u>Trademark</u>	<u>Registration or Filing Date</u>
SN 75/133,696	Frost Club	07/15/96
1,059,712	Amaretto E Dolce	02/15/77
631,465	Boris Gudanoff	07/24/56
1,397,074	Miscellaneous (Bottle Neck Label Design)	06/10/86
761,045	Federal Club	12/03/63
1,239,695	NSEW (Grasshopper Weathervane Design)	05/24/83
309,653	Graves	01/23/34
577,763	Ice Box	07/21/53
705,328	Ice Box	10/04/60
795,785	Inverness	09/07/65
1,239,694	Quincy Market	05/24/83
824,174	Sandy Scot	02/14/67
634,694	Strogoff	09/18/56
1,098,302	Tango	08/01/78
1,275,631	The American Creme	04/24/84
1,397,883	U.S.A. America Cola	06/17/86
1,366,087	Watermelon Cooler	10/15/85
1,453,446	Celtic	08/18/87
1,450,198	Original California Brand	07/28/87
1,469,310	Tiara	12/15/87
73/568,067	U.S.A. America Cola (w/colors)	11/12/85
74/354,054	Chateau Monet	02/22/94
74/354,049	Fire Water	02/01/94
1,987,461	Goldrush	07/16/96
1,840,805	Kapali	06/21/94
2,067,593	Seven Heads	06/03/97
74/692,049	Fire and Ice	06/22/95
74/426,790	Spider and Web Design	08/19/93

TRADEMARK
REF: 1633 FRAME: 0723

TRADEMARK
REEL: 002743 FRAME: 0240

STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

- 1. PLEASE TYPE the form. Fold only along perforation for filing.
- 2. Marked Secured Party and Debtor copies and any other 3 copies will be returned to the filing office. Enclose filing fee.
- 3. If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of them (each of the financing statement, long schedules of collateral, addendum, etc.) may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- 4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- 5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unused set of these forms, without cover fee.
- 6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination legend and file third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) White Rock Distilleries, Inc. 21 Saratoga Street Lewiston, ME 04240		2. Secured Party(ies) and address(es) Fleet Bank of Maine 35 Ash Street Lewiston, ME 04240	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: See Exhibit "A" attached hereto and made a part hereof.			5. Assigner(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which it precedes of the original collateral described above in which a security interest was perfected.

Filed with:
United States Patent and Trademark Office

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 6

White Rock Distilleries, Inc. _____ Fleet Bank of Maine _____
 By: [Signature] CEO Title By: Charles R. Carls V. President Title
 (1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

RECORDED: 09/19/1997

TRADEMARK
REEL: 1633 FRAME: 0724

RECORDED: 05/28/2003

TRADEMARK
REEL: 002743 FRAME: 0241