

12-01-2003



102611752

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

1. Name of conveying party(ies): 11-28-03  
Sazerac Company, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: November 10, 2003

2. Name and address of receiving party(ies)

Name: Hibernia National Bank

Internal

Address: Attn: Commercial Lending

Street Address: 313 Carondelet St., 6th Fl.

City: New Orleans State: LA Zip: 70130

- ☐ Individual(s) citizenship \_\_\_\_\_  
☒ Association -- national bank  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☐ 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

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

A. Trademark Application No.(s) \_\_\_\_\_  
Please see attached sheets

B. Trademark Registration No.(s) \_\_\_\_\_  
Please see attached sheets

Additional number(s) attached ☒ Yes ☐ No

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

Name: Philip deV. Claverie

Internal Address: Phelps Dunbar, LLP

Street Address: 365 Canal Street, Suite 2000

City: New Orleans State: LA Zip: 70130

6. Total number of applications and registrations involved: 51

7. Total fee (37 CFR 3.41).....\$ 1,290.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

9. Signature.

Philip deV. Claverie  
Name of Person Signing

Philip deV. Claverie  
Signature

11/25/03  
Date

Total number of pages including cover sheet, attachments, and document: 5

12/01/2003 LMUELLER 00000045 2025275

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

01 FC:8521  
02 FC:8522

40.00 OP  
1250.00 OP

TRADEMARK  
REEL: 002872 FRAME: 0058

SCHEDULE 1

**Mark: Bowman's**

<b>Country</b>	<b>Filing Date</b>	<b>Serial No.</b>
Argentina	03/12/96	2025275
Australia	04/01/96	705619
Brazil	03/15/96	819.150.576
Canada	03/27/96	808378
Chile	06/03/96	344,846
China	05/08/96	960055702
Colombia	03/20/96	96013645
Costa Rica	07/10/96	4886-97
Estonia	06/07/96	9601235
EC (Classes 32 & 33)	04/10/96	330605
Finland	04/01/96	1700/96
Guyana	01/12/98	16,331A
Hong Kong	07/05/96	9608171
Hungary	03/20/96	M 96 00857
Israel	04/02/96	104411
Japan (Class 32)	03/14/96	H-8-26216
Japan (Class 33)	03/14/96	H-8-26217
Latvia	06/10/96	M-96-919
Liberia	Unknown	Unknown
Lituania	06/27/96	96-1563
Mexico	05/13/96	262,259
New Zealand	03/15/96	259939
Panama	09/11/96	82929
Peru	04/16/96	36856
Russia	05/12/96	96705936
South Africa	07/18/97	97/10973
South Korea	04/10/96	1996-14424
Taiwan	03/16/96	85012395
Ukraine	05/13/96	960S1115/T
United States	02/24/95	74/638,178
Venezuela	04 /23/96	5374/96
Vietnam	08/27/97	N-3309/97

**Mark: Virginia Gentleman**

<b>Country</b>	<b>Filing Date</b>	<b>Serial No.</b>
Chile	10/16/97	393 708
Colombia	04/23/98	98.022.506
EC	10/15/97	655 688
Hungary	10/14/97	M 97 03764
Japan	10/13/97	H-9-166821
Mexico	12/19/97	316 562
Panama	04/03/98	93303
Russia	10/14/97	97715339
South Africa	10/13/97	97/015457
Sweden	02/06/90	90-1207
UK	02/06/90	UK-1413949
United States	01/30/37	347081
United States	11/30/98	75/596954
Vietnam	10/14/97	N-3866/97

**Mark: VG 90 Logo**

<b>Country</b>	<b>Filing Date</b>	<b>Serial No.</b>
EC	01/28/98	000 734 673
United States	01/22/98	75/421687
United States	12/10/98	75/604017

**Mark: Fox Head Logo**

<b>Country</b>	<b>Filing Date</b>	<b>Serial No.</b>
EC	01/28/98	000 734 863
United States	01/22/98	75/421685

FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of November 10, 2003, 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 (the "Lenders") and the Secured Party have entered into a certain Credit Agreement dated as of April 23, 1999 (as amended, modified or supplemented, the "Credit Agreement");

WHEREAS, the Debtor has acquired certain trademarks and trade names from A. Smith Bowman Distillery, Incorporated;

WHEREAS, the Debtor has acquired, adopted, has used and is using the additional trademarks and/or trade names, and is the owner of the U.S. Patent and Trademark Office registrations which have been obtained and are listed on Schedule 1 attached hereto (collectively the "Additional Trademarks");

WHEREAS, pursuant to a Security Agreement dated as of April 23, 1999 between the Debtor and the Secured Party (as 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 Additional Trademarks on the terms and conditions set forth in the Security Agreement;

WHEREAS, pursuant to such condition, the Loan Agreement requires that the Debtor shall execute and deliver this Supplement; 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 Additional Trademarks and under the goodwill of the business symbolized by the Additional Trademarks, and in, to, and under all assets deriving from and relating to the Additional 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 Additional Trademarks, to maintain and/or defend the Additional Trademarks, including without limitation the defense of the Additional Trademarks, surveillance of marks owned and/or used by third parties which may be related to said Additional 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.

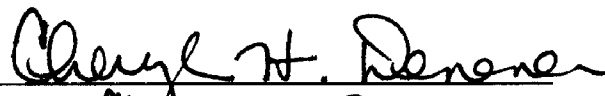
6. The Debtor will provide any additional documentation to support or confirm the security interest created under this Agreement.

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: CFO

HIBERNIA NATIONAL BANK, as Agent

By:   
Name: Cheryl H. Denene  
Title: VP