

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The United Group Operating Companies, Inc.

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

Citizenship: MA

Execution Date(s): 3/9/05

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: _____

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: Citizens Bank of Massachusetts

Internal Address: _____

Street Address: 28 State Street

City: Boston

State: MA

Country: US Zip: 02109

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Bank

Citizenship: _____
Citizenship: _____
Citizenship: _____
Citizenship: _____
Citizenship: MA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,362,310

Additional sheet(s) attached? Yes No

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

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway

Suite 1007

Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total Fee (37 CFR 2.6(b)(6) & 3.41): \$ 40.00

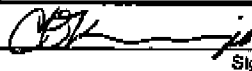
- Authorized to be charged by credit card
- Authorized to be charged by Deposit Account
- Fees Enclosed

8. Payment Information:

Deposit Account Number: 193545

Authorized User Name: Christopher E. Kondracki

9. Signature:


Signature

3/24/05
Date

Christopher E. Kondracki
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 16

CH \$40.00 193545 1362310

**Conveying Party(ies)
Continuation of the Information in Item 1**

United Liquors, Ltd. -- Massachusetts -- Corporation
Execution Date: 3/9/05

Whitehall LLC -- Massachusetts -- Corporation
Execution Date: 3/9/05

49 Lansdowne St., Inc. -- Massachusetts -- Corporation
Execution Date: 3/9/05

Elite Estates, Inc. -- Massachusetts -- Corporation
Execution Date: 3/9/05

Venture Distributing, Inc. -- Massachusetts -- Corporation
Execution Date: 3/9/05

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of March 9, 2005 by and among each of:

THE UNITED GROUP OPERATING COMPANIES, INC., a corporation organized under the laws of the Commonwealth of Massachusetts having a place of business at 175 Campanelli Drive, Braintree, Massachusetts 02185-9219; and

UNITED LIQUORS, LTD., a corporation organized under the laws of the Commonwealth of Massachusetts having a place of business at 175 Campanelli Drive, Braintree, Massachusetts 02185-9219; and

WHITEHALL LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts having a place of business at 175 Campanelli Drive, Braintree, Massachusetts 02185-9219; and

49 LANSLOWNE ST., INC., a corporation organized under the laws of the Commonwealth of Massachusetts having a place of business at 175 Campanelli Drive, Braintree, Massachusetts 02185-9219; and

ELITE ESTATES, INC., a corporation organized under the laws of the Commonwealth of Massachusetts having a place of business at 175 Campanelli Drive, Braintree, Massachusetts 02185-9219; and

VENTURE DISTRIBUTING, INC., a corporation organized under the laws of the Commonwealth of Massachusetts having a place of business at 175 Campanelli Drive, Braintree, Massachusetts 02185-9219; (each such Person, individually, a "Grantor" and collectively, the "Grantors"); and

CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank, as collateral agent (in such capacity, the "Agent" for the Credit Parties (as defined in the Loan Agreement as defined herein), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Grantors have entered into a certain Loan and Security Agreement dated as of even date herewith (as such may be amended, modified, supplemented or restated hereafter, the "Loan Agreement") by and among (i) the Grantors, (ii) the Lenders named therein, (iii) Citizens Bank of Massachusetts, as Agent for the Lenders and the Issuing Bank, and (iv) Citizens Bank of Massachusetts, as Issuing Bank, pursuant to which Loan Agreement (x) the Lenders have agreed to make Loans to the Grantors, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Grantors, upon the terms and subject to the conditions specified in,

the Loan Agreement, and (y) each Grantor has granted to the Agent, for the ratable benefit of the Credit Parties, a security interest in the "Collateral" as defined in the Loan Agreement; and

WHEREAS, the Grantors have entered into a certain Guaranty of even date herewith in favor of the Credit Parties (as such may be amended, modified, supplemented or restated hereafter, the "Guaranty"), pursuant to which Guaranty each Grantor guarantees the Obligations of the other Grantors; and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent hereby agree as follows:

SECTION 1

Definitions

1.1 Generally. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

1.2 Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

(a) "Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of each Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on **EXHIBIT A** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(b) "Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

(c) "Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

(d) "Guaranty" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

- (e) **“Guaranty Obligations”** shall mean the obligations and liabilities guarantied by the Grantors pursuant to the Guaranty.
- (f) **“Intellectual Property”** shall have the meaning assigned to such term in Section 3 hereof.
- (g) **“IP Collateral”** shall have the meaning assigned to such term in Section 2 hereof.
- (h) **“Licenses”** shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.
- (i) **“Loan Agreement”** shall have the meaning assigned to such term in the preliminary statement of this Agreement.
- (j) **“Obligations”** shall mean “Obligations” as defined in the Loan Agreement and the Guaranty Obligations.
- (k) **“Patents”** shall mean all letters patent and applications for letters patent of each Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on **EXHIBIT B** annexed hereto and made a part hereof.
- (l) **“Patent Licenses”** shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.
- (m) **“PTO”** shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.
- (n) **“Trademarks”** shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of each Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on **EXHIBIT C** annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.
- (o) **“Trademark Licenses”** shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

SECTION 2

Security Interest

In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for the ratable benefit of the Credit Parties) under the Loan Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby ratifies such security interest and grants to the Agent (for the ratable benefit of the Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) All Copyrights and Copyright Licenses.

(b) All Patents and Patent Licenses.

(c) All Trademarks and Trademark Licenses.

(d) All renewals of any of the foregoing.

(e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).

(f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3

Protection of Intellectual Property By Grantors

Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e), except where failure to do so would not reasonably be expected to result in a Material Adverse Effect (collectively, the "Intellectual Property"):

3.1 Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

3.2 Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantors' sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

3.4 At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated, and (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the Lien created by this Agreement and the Loan Agreement.

SECTION 4

Grantors' Representations and Warranties

The Grantors represent and warrant that:

4.1 **EXHIBIT A** is a true, correct and complete list of all Copyrights and Copyright Licenses owned by the Grantors as of the date hereof.

4.2 **EXHIBIT B** is a true, correct and complete list of all Patents and Patent Licenses owned by the Grantors as of the date hereof.

4.3 **EXHIBIT C** is a true, correct and complete list of all Trademarks and Trademark Licenses owned by the Grantors as of the date hereof.

4.4 Except as set forth in **EXHIBITS A, B and C**, as of the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

4.5 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Liens permitted pursuant to Section 15(g) of the Loan Agreement and Liens in favor of the Agent.

4.6 Each Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. As of the date hereof, to the Grantors' knowledge, no material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of the Intellectual Property owned by any Grantor or the validity or effectiveness of any of the Intellectual Property owned by any Grantor, nor does any Grantor know of any valid basis for any such claim, except as otherwise set forth in the Loan Agreement. To the knowledge of the Grantors, the use by the Grantors of the Intellectual Property does not infringe the rights of any Person in any respect which would reasonably be likely to result in a Material Adverse Effect. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.

4.7 The Grantors shall give the Agent written notice (with reasonable detail) within ten Business (10) Days following the occurrence of any of the following:

(a) The Grantors' filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(b) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(c) The Grantors' entering into any new Licenses.

(d) The Grantors' knowing or having reason to know, that any application or registration relating to any Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any Intellectual Property or the Grantors' right to register the same or to own and maintain the same, in each case to the extent that any of the foregoing would reasonably be expected to have a Material Adverse Effect.

SECTION 5

Agreement Applies to Future Intellectual Property

5.1 The provisions of this Agreement shall automatically and without further documentation apply to any such additional property or rights described in subsections (a), (b) and (c) of Section 4.7, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

5.2 Upon the request of the Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of the Grantors relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantors hereby constitute the Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6

Grantors' Rights To Enforce Intellectual Property

Prior to the Agent's giving of notice to the Grantors (i) following the occurrence of an Event of Default or (ii) pursuant to Section 6.1 below, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however*:

6.1 The Grantors first provide the Agent with written notice of the Grantors' intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Agent, the Grantors have failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to the Grantors, the Agent may (but shall not be required to) itself take such action in the name of the Grantors, with any damages recovered in such action, net of costs and attorneys' fees reasonably incurred, to be applied as provided in Section 5(t)(ii) of the Loan Agreement.

6.2 Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

6.3 Following the occurrence and during the continuation of any Event of Default, the Agent, by notice to the Grantors may terminate or limit the Grantors' rights under this Section 6.

SECTION 7

Agent's Actions To Protect Intellectual Property

In the event of:

- (a) the Grantors' failure, within five (5) days of written notice from the Agent, to cure any failure by the Grantors to observe or perform any of the Grantors' covenants, agreements or other obligations hereunder, and/or
- (b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Agent's own right in connection therewith.

SECTION 8

Rights Upon Default

Upon the occurrence of any Event of Default, the Agent may exercise, in addition to all rights granted to the Agent under the Loan Agreement, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the Intellectual Property, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

SECTION 9

Agent As Attorney In Fact

9.1 In addition to the power of attorney granted to the Agent to the Loan Agreement, the Grantors hereby irrevocably constitute and designate the Agent as and for the Grantors' attorney in fact:

(a) To supplement and amend from time to time Exhibits A, B and C of this Agreement to include any new or additional Intellectual Property of the Grantors.

(b) Following the occurrence and during the continuance of an Event of Default, to execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of the Agent's rights and remedies hereunder and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations have been indefeasibly paid in full in cash.

9.3 The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

SECTION 10

Agent's Rights

Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11

Intent

This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the ratable benefit of the Credit Parties, under the Loan Agreement. All provisions of the Loan Agreement with respect to the Collateral shall apply to the IP Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Loan Agreement shall control with respect to all other Collateral.

SECTION 12

Governing Law


THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

[SIGNATURE PAGES FOLLOW]

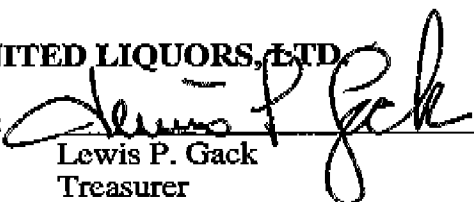
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTORS:

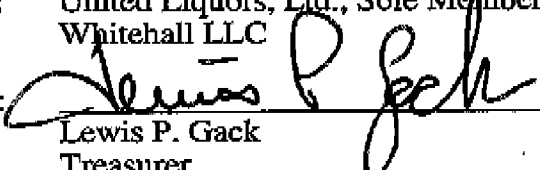
THE UNITED GROUP OPERATING COMPANIES, INC.

By: 
Lewis P. Gack
Treasurer

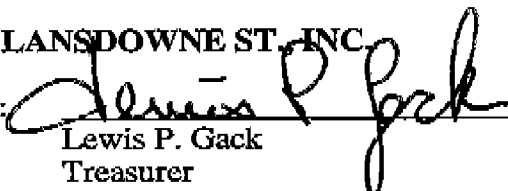
UNITED LIQUORS, LTD.

By: 
Lewis P. Gack
Treasurer

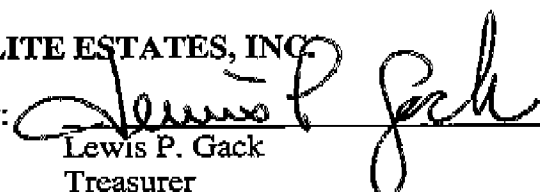
WHITEHALL LLC

By: United Liquors, Ltd., Sole Member of
Whitehall LLC
By: 
Lewis P. Gack
Treasurer

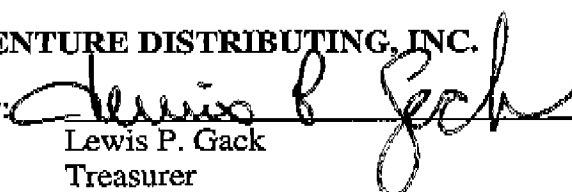
49 LANSDOWNE ST., INC.

By: 
Lewis P. Gack
Treasurer

ELITE ESTATES, INC.

By: 
Lewis P. Gack
Treasurer

VENTURE DISTRIBUTING, INC.

By: 
Lewis P. Gack
Treasurer

AGENT:

CITIZENS BANK OF MASSACHUSETTS

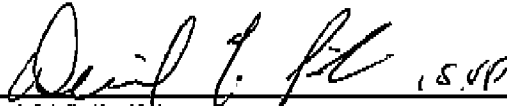
By:  SVP
David N. Paikin
Senior Vice President

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

None.

Copyright Licenses

None.

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
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None.

Patent Licenses

None.

EXHIBIT C**List of Trademarks and Trademark Licenses****Trademark Registrations and Applications**

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date
United Liquors, Ltd.	MICHEL CRAVATE	United States	1362310	09/24/85

The Grantors use the following domain names:

1. unitedliquors.com

The Grantors use the following trade names and/or service marks:

- | | |
|--------------------------|-------------------------------------|
| 1. United | 7. United Group Operating Companies |
| 2. The United Group | 8. Elite Estates |
| 3. United Liquors | 9. Whitehall |
| 4. Connoisseur Wine | 10. 49 Lansdowne |
| 5. United Liquors logo | 11. Venture Distributing |
| 6. Connoisseur Fine Wine | 12. Lansdowne |

Trademark Licenses

None.