

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Distillerie Stock U.S.A., Ltd		02/06/2008	Privately Held Company:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ABN Amro Bank N.V., London Branch
<b>Street Address:</b>	250 Bishopsgate
<b>Internal Address:</b>	Attn: S.G. Beedleston, Asst. Director
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M 4AA, UK
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	1111905	AMARETTO DELL'ORSO
Registration Number:	1272086	BORA
Registration Number:	1193813	
Registration Number:	2919589	BRUNETTO
Registration Number:	3151339	GRAN DERBY
Registration Number:	1236635	GRANGALA
Registration Number:	2621101	IMPORTED KEGLEVICH ORIGINAL CLASSIC VODKA
Registration Number:	1867761	ITALY'S GIFT TO THE WORLD
Registration Number:	1087806	JULIA
Registration Number:	0892977	KEGLEVICH
Registration Number:	1032481	MOREL
Registration Number:	2595235	ORANGE YOU JUST A LITTLE CURIOUS?
Registration Number:	0970324	ROIANO

CH \$540.00 1111905

Registration Number:	2630029	STOCK
Registration Number:	1455669	STOCK MAKES IT PERFECTLY CLEAR
Registration Number:	0701094	STOCK
Registration Number:	0692918	STOCK
Registration Number:	3334798	WORLD'S MOST SENSUOUS ORANGE LIQUEUR
Serial Number:	78545052	GALACAFFE
Serial Number:	77059817	LIMONRITA
Serial Number:	77098251	STOCKTAIL

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: CSC # 442532

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Matthew Mayer

Signature: /Matthew Mayer/

Date: 02/13/2008

Total Attachments: 7  
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SCHEDULE I  
to Trademark Security Agreement

**TRADEMARKS**

MARK	COUNTRY	REGISTRATION NO./SERIAL NO.	CLASS(ES)
AMARETTO DELL 'ORSO (STYLIZED)	United States of America	1111905 (23-Jan-1979)	33
BORA <sup>1</sup>	United States of America	1272086 (27-Mar-1984)	33
BOTTLE DESIGN (OVAL)	United States of America	1193813 (13-Apr-1982)	33
BRUNETTO	United States of America	2919589 (18-Jan-2005)	33
GALACAFFE	United States of America	78/545052 (10-Jan-2005)	33
GRAN DERBY	United States of America	3151339 (03-Oct-2006)	33
GRANGALA	United States of America	1236635 (03-May-1983)	33
IMPORTED KEGLEVICH ORIGINAL CLASSIC VODKA LABEL	United States of America	2621101 (17-Sep-2002)	33
ITALY'S GIFT TO THE WORLD	United States of America	1867761 (13-Dec-1994)	33
JULIA	United States of America	1087806 (21-Mar-1978)	33
KEGLEVICH	United States of America	892977 (16-Jun-1970)	33
LIMONRITA	United States of America	77/059817 (8-Dec-2006)	33
MOREL	United States of America	1032481 (03-Feb-1976)	33
ORANGE YOU JUST A LITTLE CURIOUS?	United States of America	2595235 (16-Jul-2002)	33
ROIANO	United States	970324 (09-Oct-1973)	33

<sup>1</sup> Subject to the note set forth in the Trademark Security Agreement.

MARK	COUNTRY	REGISTRATION NO./SERIAL NO.	CLASS(ES)
	of America		
STOCK	United States of America	2630029 (08-Oct-2002)	33
STOCK MAKES IT PERFECTLY CLEAR	United States of America	1455669 (01-Sep-1987)	33
STOCK STYLIZED	United States of America	701094 (12-Jul-1960)	33
STOCK STYLIZED	United States of America	692918 (09-Feb-1960)	33
STOCKTAIL	United States of America	77/098251 (2-Feb-07)	33
WORLD'S MOST SENSUOUS ORANGE LIQUEUR	United States of America	3334798 (13-Nov-2007)	33

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2008 (this "Agreement"), is made by Distillerie Stock U.S.A., Ltd. (the "Grantor"), in favor of ABN Amro Bank N.V., London Branch, as Security Agent for the Finance Parties (in this capacity, the "Security Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of the date hereof, the Grantor has granted to the Security Agent for the benefit of the Finance Parties a continuing security interest in the Trademark Collateral to secure all Secured Liabilities; and

WHEREAS, the Grantor and the Security Agent by this instrument seek to confirm and make a record of the grant of security interest in the Trademark Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Finance Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Trademark Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Security Agent, for the benefit of the Finance Parties, a continuing security interest in the following property (the "Trademark Collateral"):

(a) all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Grantor, whether now or hereafter existing or acquired by the Grantor, (including those described in Schedule 1 (Trademarks) hereto) and:

(b) all common law rights therein;

(b) all applications thereto, whether pending or in preparation for filing, and registrations thereof in the PTO;

(c) all renewals and extensions thereof;

(d) all income, royalties, damages and payments owed to the Grantor now or hereafter due and/or payable to the Grantor with respect thereto (including payments under all licenses granted by the Grantor in connection therewith and damages and payments owed to the Grantor for past or future infringements thereof); and

(e) the right to sue or otherwise recover for all past, present and future infringements or other acts to the detriment of the Trademark and all rights corresponding thereto, in each case within the United States of America; together in each case with the goodwill of the business connected with the use of and symbolized by each trademark.

Notwithstanding the foregoing, the Trademark Collateral shall not include (and the security interest described herein shall not extend to) any trademarks listed on Schedule 2 (Excluded Trademarks) hereto and:

- (i) all common law rights therein;
- (ii) all applications thereto, whether pending or in the preparation for filing, and registrations thereof in the PTO;
- (iii) all renewals and extensions thereof;
- (iv) all income, royalties, damages and payments owed to the Grantor now or hereafter due and/or payable to the Grantor with respect thereto (including payments under all licenses granted by the Grantor in connection therewith and damages and payments owed to the Grantor for past or future infringements thereof); and
- (v) the right to sue or otherwise recover for all past, present and future infringements or other acts to the detriment of the such trademarks and all rights corresponding thereto, in each case within the United States of America; together in each case with the goodwill of the business connected with the use of and symbolized by each trademark.

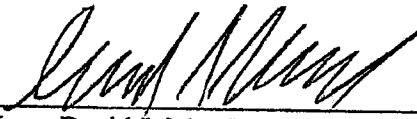
SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Security Agent in the Trademark Collateral with the PTO. The Agreement, being further documentation of the security interest granted to the Security Agent for the benefit of the Finance Parties under the Trademark Security Agreement, and does not extend or limit the rights, obligations, representations and warranties and indemnifications provided therein. The representations, warranties and indemnification agreements expressly set forth in the Trademark Security Agreement are hereby affirmed, and no other representations and warranties or indemnification agreements are made in this Agreement. The Trademark Security Agreement (and all rights and remedies of the Security Agent and the Finance Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict, the Trademark Security Agreement shall control.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

**.DISTILLERIE STOCK U.S.A., LTD.**

By:   
Name: David J. Morel  
Title: President

STATE OF *New York*  
ss.: COUNTY OF *Queens*

On this day of February 6, 2008, before me personally came David J. Morel, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of Distillerie Stock U.S.A., Ltd., and that s/he executed the foregoing instrument in the firm name of Distillerie Stock U.S.A., Ltd., and that s/he had authority to sign the same, and s/he acknowledged to me that s/he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

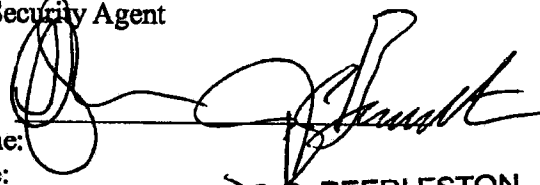
NOTARY



ROBERT E. HEGMANN  
Notary Public, State of New York  
No. 01114822863  
Qualified in Queens County  
Commission Expires June 30, 2010

**ABN AMRO BANK N.V., LONDON BRANCH,**  
As Security Agent

By:  
Name:  
Title:



**S.G. BEEDLESTON**  
ASST. DIRECTOR

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003718 FRAME: 0053**



SCHEDULE 2  
to Trademark Security Agreement

**EXCLUDED TRADEMARKS**

AMARETTO DELL 'ORSO	Canada	249000 (01-Aug-1980)	33
GRANGALA	Canada	521837 (19-Jan-2000)	33
KEGLEVICH	Canada	189975 (06-Apr-1973)	33
MARK ONE	Colombia	121197 (03-Apr-1988)	33
MARK ONE	Ecuador	2744/94 (02-Feb-1984)	33
MARK ONE	Paraguay	270588 (28-Jun-1994)	33
MARK ONE	Peru	66904 (28-Apr-1987)	33