

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Craig D. Dieffenbach		02/15/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Charles Chesterfield		
Street Address:	1001 Fourth Ave., Suite 3313		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98154		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78722859	HENDRIX ELECTRIC VODKA	
Serial Number:	78781902	HENDRIX ELECTRIC	
Serial Number:	78781875	HENDRIX ELECTRIC	
Serial Number:	78895439	JIMI HENDRIX ELECTRIC	
Serial Number:	78895427	JIMI HENDRIX ELECTRIC VODKA	
Serial Number:	78895409	JIMI HENDRIX ELECTRIC	
CORRESPONDENCE DATA			
Fax Number:	(206)389-1708		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bgoto@riddellwilliams.com		
Correspondent Name:	Bruce T. Goto		
Address Line 1:	1001 Fourth Ave., Suite 4500		
Address Line 4:	Seattle, WASHINGTON 98154		
ATTORNEY DOCKET NUMBER:	61178.00003		

OP \$165.00 78722859

NAME OF SUBMITTER:	Bruce T. Goto
Signature:	/bruce t. goto/
Date:	02/27/2008
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

Trademark Security Agreement

SECURITY AGREEMENT, dated as of February 15, 2008, between Craig D. Dieffenbach, a U.S. citizen with an address as provided below (the "Debtor"), and Charles Chesterfield, a U.S. citizen with an address as provided below (the "Secured Party"). Debtor and Secured Party hereby agree as follows:

Section 1. Definitions; Interpretation.

(a) Terms Defined in Note. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Note.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Marks" means the following trademarks:

- HENDRIX ELECTRIC VODKA, which is the subject of U.S. Serial No. 78722859
- HENDRIX ELECTRIC, which is the subject of U.S. Serial No. 78781902
- HENDRIX ELECTRIC, which is the subject of U.S. Serial No. 78781875
- JIMI HENDRIX ELECTRIC, which is the subject of U.S. Serial No. 78895439
- JIMI HENDRIX ELECTRIC VODKA, which is the subject of U.S. Serial No. 78895427
- JIMI HENDRIX ELECTRIC, which is the subject of U.S. Serial No. 78895409

"Note" means that certain promissory note dated as of the date hereof, between Debtor and Secured Party in the principal amount of \$2,050,000.00.

"UCC" means the Uniform Commercial Code as in effect in the State of Washington.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

Section 2. Security Interest.

(a) Grant of Security Interest. As security for the payment of all amounts owed by Debtor to Secured Party under the Note, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(1) the Marks and all state (including common law), federal and foreign rights therein, and all applications for registration of the Marks (but excluding any application to register the Marks prior to the filing under applicable law of a verified statement of use (or the equivalent) for the Marks to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate the Marks), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, and all reissues, extensions and renewals of any of the foregoing; and

(2) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by the Marks.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 9.

Section 3. Supplement to the Note. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Note. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Note and any other security agreements securing the Note, all terms and provisions of which are incorporated herein by reference.

Section 4. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

Section 5. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

Section 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Washington, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Washington.

Section 7. Entire Agreement; Amendment. This Agreement and the Note contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Note. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement as provided in Section 4 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Note, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Note.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

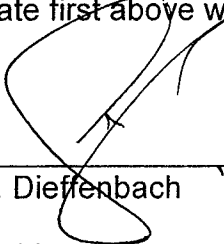
Section 9. Termination. Upon payment by Debtor to Secured Party of all amounts owed under the Note, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

Section 10. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

Section 11. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

Section 12. Notices. All notices and requests in connection with this Agreement shall be in writing and shall be deemed to be effective (a) upon delivery of the notice in person; (b) three (3) days after deposit, at a U.S. Post Office or in a regularly maintained U.S. Postal Service letter box, of a letter containing the notice sent by first-class mail with postage prepaid, (c) upon actual receipt after being mailed by certified mail with return receipt requested, (d) one (1) day after delivery of a package containing the notice to a nationally recognized overnight receipted courier service, or (e) the same day when sent by facsimile transmission with confirmed receipt of the fax number on a business day (unless sent after 5:00 p.m. PST, in which case the next business day). Notices shall be given to the addresses and/or facsimile number listed in the signature block below or at such other address or facsimile number as the parties may hereafter specify in writing in the same fashion as required by this Notices provision, and copies of notices shall be sent to counsel for the parties at the addresses provided below.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.



Craig D. Dieffenbach

Notice Address:

Craig Dieffenbach

699 Altacrest Dr

Las Vegas, NV 89123

Facsimile: _____

cc: Carney Badley Spellman, P.S.
Attn: Kenneth Kagan
Seattle, WA 98115
Facsimile: (206) 622-8983



Charles Chesterfield

Notice Address:

Charles Chesterfield

Chesterfield Mortgage Investors

1001 4th Avenue, Suite 3313

Seattle, WA 98154

cc: Riddell Williams, P.S.
Attn: Robert N. Amkraut
1001 4th Avenue, Suite 4500
Seattle, WA 98154
Facsimile: (206) 389-1708