

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
California Bank & Trust		06/17/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Caribbean Distillers Corporation Limited
Street Address:	P.O. Box 1023
City:	The Valley, Sandy Ground
State/Country:	ANGUILLA
Entity Type:	CORPORATION: ANGUILLA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1693459	
Registration Number:	1809473	PATRON
Registration Number:	1859922	ST. MAARTEN XO CAFE
Registration Number:	1950491	PATRON XO CAFE
Registration Number:	2187055	IMPORTED RESERVE PATRON XO CAFE COFFEE LIQUEUR MADE WITH TEQUILA
Registration Number:	2147067	
Registration Number:	2388372	PATRON
Serial Number:	75513353	HOTEL PATRON
Serial Number:	75567332	PATRON 51
Serial Number:	75813071	PATRON. 51 TEQUILA
Serial Number:	75940738	CERVEZA PATRON

CORRESPONDENCE DATA

Fax Number: (310)203-0567

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Michael S. Sherman
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ATTORNEY DOCKET NUMBER:

57062-0011

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:

Michael S. Sherman

Signature:

/michael s. sherman/

Date:

06/18/2008

Total Attachments: 4

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TERMINATION OF SECURITY INTERESTS

1. Identification. This Termination of Security Interest (this "Termination"), effective as of April 30, 2006, is entered into by California Bank & Trust, a California banking corporation (the "Secured Party").

2. Recitals.

2.1 Secured Party and St. Maarten Spirits, Ltd., a Nevada corporation ("SMS"), are parties to a Loan and Security Agreement, dated as of June 28, 2001 (as amended from time to time, the "Loan Agreement"). SMS changed its name to, and currently is known as, The Patron Spirits Company ("PSC"). All references herein to PSC include its former name, SMS. Pursuant to the Loan Agreement: (a) PSC granted to Secured Party a lien on and security interest in all of PSC's right, title and interest in and to the "Collateral" as defined in the Loan Agreement (the "PSC Collateral"); and (b) PSC and certain of its affiliates entered into other documents and instruments related to and connected with the Loan Agreement and the transactions contemplated thereby (each, including the documents referred to in Section 2.2 below, a "Loan Document").

2.2 In connection with the Loan Agreement, and pursuant to an Amended and Restated Continuing Guaranty required thereunder, Secured Party and Caribbean Distillers Corporation, Limited, a corporation organized under the laws of Anguilla ("CDC"), are parties to an Intellectual Property Security Agreement, dated March 27, 2002, and to an Intellectual Property Security Agreement, dated December 12, 2002 (each, a "Security Agreement"). Pursuant to the Security Agreements, CDC granted to Secured Party a lien on and security interest in all of CDC's right, title and interest in and to the "Collateral" as defined in each of the Security Agreements.

2.3 All obligations to Secured Party under, arising out of, in connection with or related to the Loan Agreement and the other Loan Documents have been duly paid, performed and discharged and the commitment to make loans pursuant to the Loan Agreement has expired. Accordingly, PSC and CDC have requested that Secured Party release and terminate all liens and security interests granted to Secured Party pursuant to the Loan Agreement or any of the other Loan Documents and Secured Party has agreed to do so.

3. Release and Termination of Liens and Security Interests.

For good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Secured Party hereby irrevocably and unconditionally:

(a) releases and terminates all liens and security interests granted to Secured Party pursuant to the Loan Agreement and the other Loan Documents including, without limitation, the financing statements and other documents listed in Exhibit A attached hereto and incorporated herein by this reference; and

(b) agrees to execute, acknowledge and deliver, promptly upon request by PSC, CDC or any successor or assign, and their respective representatives, any financing statement termination, release and termination of any copyright mortgage or security agreement, release and termination of any trademark, service mark or patent mortgage or any other document or instrument necessary or appropriate to give effect to the foregoing (each, a "Lien Release Document"); and

(c) authorizes PSC and CDC, and their respective representatives, to file and record any Lien Release Document with any governmental authority in order to evidence and give effect to the termination and release contemplated hereby.


4. Miscellaneous.

4.1 This Termination shall be construed in accordance with and under the laws of the State of California, without the application of any principles of choice or conflicts of laws.

4.2 This Termination and any of the rights and privileges of CDC and PSC hereunder may be freely assigned by CDC or PSC.

IN WITNESS WHEREOF, the undersigned has caused this Termination of Security Interest to be executed by its duly authorized officer as of and with effect from the date first written above.

CALIFORNIA BANK & TRUST

By: 

Name: William Hughes

Title: Senior Vice President

I have the authority to bind Secured Party

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

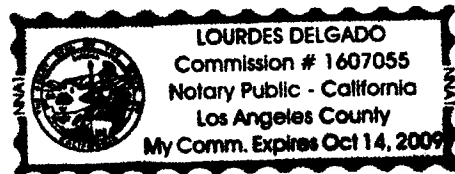
On June 17, 2008, before me, Lourdes Delgado,
(here insert name and title of the officer)

a Notary Public, personally appeared William Hughes,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lourdes Delgado

(SEAL)

EXHIBIT A

A. UCC Financing Statements

1. UCC-1 filed April 12, 2002 at the District of Columbia Department of Finance & Revenue/Recorder of Deeds as file number 2002042411 which further identifies California Bank & Trust as the secured party and Caribbean Distillers Corporation, Limited as the Debtor.
2. UCC-3 filed June 28, 2006 at the Nevada Secretary of State's office as file number 2003027398-0 to amend a UCC-1 filed June 28, 2001 at the same office as file number U0109511D000 and identifies California Bank & Trust as the secured party and the debtors as The Patron Spirits Company and St Maartin Spirits, Ltd.
3. UCC-3 filed December 21, 2003 at the Nevada Secretary of State's office as file number 2003034620-2 to correct a UCC-1 filed October 27, 2003 at the same office as file number 2003028609-0 which identifies California Bank & Trust as the secured party and The Patron Spirits Company as the debtor.
4. UCC-3 filed October 14, 2003 at the Florida Secretary of State's office as file number 200305202713 to amend a UCC-1 filed June 28, 2001 at same office as file number 200100143181 which identifies California Bank & Trust as the secured party and The Patron Spirits Company as the debtor.

B. Documents Recorded in U.S. Patent and Trademark Office

1. Intellectual Property Security Agreement, dated March 27, 2002, between Caribbean Distillers Corporation and California Bank & Trust, recorded on April 12, 2002, at Reel 2490, Frame 0307.
2. Intellectual Property Security Agreement, dated December 12, 2002, between Caribbean Distillers Corporation and California Bank & Trust, recorded on February 5, 2003, at Reel 002677, Frame 0524.