

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
Spirits International B.V.		11/07/2008	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	William Grant & Sons, Inc.		
Street Address:	200 Park Avenue South		
Internal Address:	Suite 2118		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003-1503		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78153281	STOLICHNAYA ELIT	
Serial Number:	78177458	STOLICHNAYA ELIT	
Serial Number:	78179005		
CORRESPONDENCE DATA			
Fax Number:	(202)220-4201		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202.220.4200		
Email:	tmdocketdc@kenyon.com		
Correspondent Name:	William M. Merone / Kenyon & Kenyon LLP		
Address Line 1:	1500 K Street, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1257		
ATTORNEY DOCKET NUMBER:	14400-3		
NAME OF SUBMITTER:	William M. Merone		

TRADEMARK

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Signature:

/William M. Merone/

Date:

12/15/2008

Total Attachments: 9

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT ("**Agreement**"), dated as of November ~~7~~¹⁴, 2008, is between Spirits International B.V. ("**Debtor**"), a Netherlands corporation (formerly known as Spirits International N.V., which change of name is evidenced by the annexed corporate name change document of Debtor), through its Geneva branch, and William Grant & Sons, Inc. ("**Secured Party**"), a New Jersey corporation.

WHEREAS:

- A. Debtor and Secured Party, among others, have entered into that certain Supply, Distribution and Brand Management Agreement, dated November 7, 2008 (as the same may be amended, modified, extended, or restated from time to time, hereinafter the "**Distribution Agreement**").
- B. Debtor owns a reversionary ownership interest in and to the U.S. trademarks and registrations therefor set forth on Schedule A hereto ("**ELIT Marks**"), including the exclusive right to direct Allied Domecq International Holdings, B.V., the current owner of the trademark registrations for the ELIT Marks, to assign the ownership rights in and to the ELIT Marks, as well as the goodwill of the portion of the business associated with the use of and/or symbolized by the ELIT Marks, to Debtor (collectively, the "**Reversionary and Control Rights**"), said Reversionary and Control Rights arising under the terms of that certain Trademark, Supply and Distribution Agreement entered into on November 15, 2000 by and among Debtor, Allied Domecq International Holdings, B.V., and others, as amended.
- C. Pursuant to the terms of the Distribution Agreement, Secured Party has paid a related entity of Debtor the Prepayment Amount as advance payment for Products to be purchased by Secured Party pursuant to the Distribution Agreement.
- D. The parties agree that as security for repayment of the Prepayment Amount by the Debtor's related entity, Secured Party shall receive a first priority lien on, and a secured claim in and to, (i) Debtor's Reversionary and Control Rights in the ELIT Marks, (ii) Debtor's ownership of the ELIT Marks, after Debtor has exercised its Reversionary and Control Rights, and (iii) the goodwill of the portion of the business associated with the use of and/or symbolized by the ELIT Marks (collectively, the "**Trademark Collateral**"), including the right to use the ELIT Marks on or in connection with vodka, free from any claim of Debtor or its licensees or assigns that such use violates or infringes any other rights Debtor may have, including but not limited to other trademark rights.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, including those contained in the foregoing recitations, and for other good and valuable

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consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. Upon receipt of the Prepayment Amount by Debtor's related entity, Debtor grants to Secured Party a first priority lien and continuing security interest in and to all of Debtor's right, title, and interest in, to, and under the Trademark Collateral, whether presently existing or hereafter created or acquired, to secure the repayment of the Prepayment Amount.

2. Event of Default. Upon any Event of Default (as defined in the Distribution Agreement), Secured Party shall provide notice to Debtor and a period of thirty (30) days in which to effect a cure. If a cure is not effected during such 30-day period, Secured Party shall be entitled to pursue any remedy available under Law with respect to the secured interest in the Trademark Collateral, including, if available, the sale or disposal of the ELIT Marks at public sale (for example in accordance with the Uniform Commercial Code, if applicable), and shall provide notice of any such sale as may be required by Law (including notice required under the Uniform Commercial Code, if applicable, along with the right to use the ELIT Marks on or in connection with vodka, free from any claim of Debtor or its licensees or assigns that such use violates or infringes any other rights Debtor may have, including but not limited to other trademark rights.

3. Termination. The security interest granted by Debtor under this Agreement shall automatically terminate against all Trademark Collateral upon payment in full of the Prepayment Amount. Upon such termination, the Secured Party shall cooperate fully with the efforts of Debtor to file terminations of all financing statements with respect thereto and to file releases or terminations of the security interest recorded with the USPTO. The Secured Party covenants and agrees to timely execute and deliver any and all documents and instruments as may be necessary or desirable in order to terminate the security interests. Such documents and instruments shall be in a form suitable for filing with the Secretary of State or other officials in each applicable state in the Territory and with the USPTO.

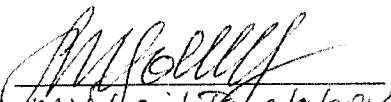
4. General Provisions. This Agreement (a) shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction, (b) may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument, (c) may be amended or supplemented only by written instrument signed by the parties hereto, and (d) shall not be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Distribution Agreement.

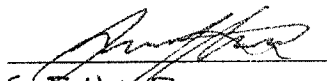
[Signatures on following page]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered by the parties hereto on the date first above written.

SPIRITS INTERNATIONAL B.V.,
through its Geneva branch

WILLIAM GRANT & SONS, INC.

By: 
Name: Mikhail Bynakov
Title: Manager

By: 
Name: S. S. HUNT
Title: PRESIDENT

SCHEDULE A

ELIT Marks

TRADEMARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	CLASS	STATUS	OWNER
STOLICHNAYA ELIT Word	78/153,281	12.08.2002	3,325,498	30.10.2007	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA ELIT Label	78/177,458	23.10.2002	3,044,248	17.01.2006	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA ELIT Bottle Device	78/179,005	28.10.2002	2,972,860	19.07.2005	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV

* * *



N2008-0856

CERTIFICATE

The undersigned:

Jacobus Leonardus Frederik Joseph Verasdonck, civil law notary in Amsterdam, The Netherlands,

hereby certifies the following:

A. as appears from the information of the Trade Register ("Trade Register") of the Chamber of Commerce dated 19 August 2008 of Spirits International B.V., hereinafter referred to as: **"Spirits International"**:

- Spirits International is registered at the Trade Register under number 27178367.
- Spirits International is incorporated in the Netherlands on 2 March 1999.
- Spirits International is a Dutch private company with limited liability, having its statutory seat in Rotterdam, The Netherlands and having its current office address at 7, Rue Nicolas Bové, L-1253 Luxembourg, Grand Duchy of Luxembourg;
- Spirits International's previous addresses were - *inter alia* - at:
 - 1A Rue Thomas Edison, L-1445, Strassen, Luxembourg;
 - World Trade Center tm II 3 A Piscaderabay, Willemstad, Curacao, the Netherlands Antilles;
 - 5 Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg.

B. From a Dutch legal perspective, a company's nationality can be determined by either *residence theory* or the *incorporation theory*.

Under the *incorporation theory* the following applies to a 'company's corporate identity':

- A company's nationality is determined by the place of its incorporation ('statutory seat').
- The location (address) of the head office is irrelevant in determining a company's nationality.
- Consequently, a transfer of the head office to another country, or the change of the effective place of management, will have no consequences for a company's nationality.



- The statutory seat on the other hand can never be transferred; it remains, by definition, in the country of incorporation.

In the Netherlands the *incorporation theory* is adhered to.

- C. Under Dutch corporate law, a legal entity can be converted (i.e. changing its legal form) into another legal entity, such as a conversion from a N.V. into a B.V., after observing the required legal formalities.

A conversion into another legal form does not effect the existence of the original legal entity and based thereon such legal entity will not be liquidated and re-incorporated into the new legal form.

By a notarial deed of amendment of Spirits International's articles of association, executed on 29 March 2007, (i) the name of Spirits International was changed from Spirits International N.V. into Spirits International B.V. and (ii) the legal form of Spirits International was changed from an N.V. in to a B.V.

Based on the foregoing, I, civil law notary, certifies that:

- Spirits International is incorporated in the Netherlands, having its statutory seat in Rotterdam, The Netherlands, and it is a Dutch legal entity as of its incorporation date;
- Spirits International has not ceased to exist to be a Dutch company pursuant to the change of address outside The Netherlands;
- pursuant to the conversion into another legal form, Spirits International is *not* liquidated or re-incorporated into a new company;
- the registration number of Spirits International at the Trade Register did not change as of its incorporation date.

Signed at Amsterdam on 19 August 2008.



(2)

APOSTILLE

Convention de La Haye du 5 octobre 1961

1. Country: THE NETHERLANDS
This public document
2. Has been signed by: mr. J.L.F.J. Verasdonck
3. Acting in the capacity of: notaris te Amsterdam
4. Bears the seal/stamp of
mr. J.L.F.M. Verasdonck
Certified
5. At Amsterdam
6. The 20 Augustus 2008
7. By the registrar of the Court in Amsterdam
8. No:
9. Seal/Stamp

033896

10. Signature
dhr. M. van der Scheer

