

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PLEDGE AGREEMENT AGAINST LICENSE AGREEMENT RECORDED AT REEL/FRAME 00391/0542

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LUCAS BOLS B.V.		04/11/2006	LIMITED LIABILITY COMPANY: NETHERLANDS

**RECEIVING PARTY DATA**

<b>Name:</b>	COOPERATAIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. (TRADING AS RABOBANK NEDERLAND)
<b>Street Address:</b>	Croeselaan 18
<b>City:</b>	3521 CB Utrecht
<b>State/Country:</b>	NETHERLANDS
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NETHERLANDS

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	0819190	BOLS
Registration Number:	0815114	BOLS
Registration Number:	2753410	BOLS BLUE LIQUEUR
Registration Number:	2774748	BOLS ANNO 1575 BOLS EXCELLENT VODKA FOUNDED IN 1575 BY LUCAS BOLS, THE ROYAL DISTILLERIES HAVE BEEN MAKING QUALITY SPIRITS FOR OVER 400 YEARS. TRADITION HAS CONTINUED WITH BOLS EXCELLENT VODKA. ERVEN LUCAS 0.7L-40%OBJ.
Registration Number:	2704111	ARROW
Registration Number:	2708979	BOLS VODKA 1575 SEMPER IDEM PREMIUM QUALITY
Registration Number:	1710315	
Registration Number:	1751480	BOLS ERVEN LUCAS BOLS LIQUEUR
Registration Number:	0106727	BOLS LUCAS BOLS
Registration Number:	1411581	BOLS LIQUEUR
Registration Number:	1853265	BUTTERSCORCH

OP \$390.00 0819190

Registration Number:	1778467	
Registration Number:	2602184	DAMRAK
Registration Number:	2975727	ERVEN LUCAS BOLS
Registration Number:	2876147	TOTAL COCKTAILS

**CORRESPONDENCE DATA**

Fax Number: (914)941-6091  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (914) 941-5668  
Email: aedelstein@collenip.com  
Correspondent Name: Jane F. Collen  
Address Line 1: 80 South Highland Avenue  
Address Line 2: The Holyoke-Manhattan Building  
Address Line 4: Ossining, NEW YORK 10562

ATTORNEY DOCKET NUMBER: VARIOUS

**DOMESTIC REPRESENTATIVE**

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

NAME OF SUBMITTER: Jane F. Collen

Signature: /Jane F. Collen/

Date: 02/13/2009

**Total Attachments: 16**

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**C L I F F O R D  
C H A N C E**

**LIMITED LIABILITY PARTNERSHIP  
ADVOCATEN BELASTINGADVISEURS  
SOLICITORS**

EXECUTION COPY

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**LUCAS BOLS B.V.  
BOKMA DISTILLATEURS B.V.  
PISANG AMBON B.V.  
REMY FINANCE B.V.  
BELEGGINGSMATSCHAPPIJ HONTHORST II B.V.**

each as Pledgor

and

**COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A.  
(TRADING AS RABOBANK NEDERLAND)**

as Pledgee

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**MASTER DEED  
OF  
IP PLEDGE**

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*Kerff*  
ENKEL-VOED  
TE AMSTERDAM  
IN REG. 4 ORDER NUMBER:  
REVOOI (EN): GEEN  
KOSTEN VAN REGISTRATIE:  
DE INSPECTOR,  
N STRAVER

GEREGISTREERD IN  
D.D. 20-04-2006  
3.613713.1  
€ \*\*\*\*\*3,00

**TRADEMARK  
REEL: 003936 FRAME: 0031**

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CONTENTS

1.	DEFINITIONS AND INTERPRETATION .....	1
2.	UNDERTAKING TO PLEDGE AND PARALLEL DEBT .....	4
3.	PLEDGE .....	4
4.	REPRESENTATIONS, WARRANTIES AND COVENANTS .....	5
5.	ENFORCEMENT .....	7
6.	MISCELLANEOUS PROVISIONS .....	7
7.	POWER TO TRANSFER .....	8
8.	TERMINATION .....	8
9.	CONFLICT .....	9
<hr/>		
10.	GOVERNING LAW AND JURISDICTION .....	9
ANNEX 1	LIST OF IP COLLATERAL .....	11
ANNEX 2	FORM OF SUPPLEMENTAL DEED OF IP PLEDGE .....	12

AMSDAM-1/449435/04

220069/55-40019948

THIS DEED is made by:

1. LUCAS BOLS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) Amsterdam, The Netherlands and its address Gustav Mahlerlaan 10 HQ4155, 1082 PP Amsterdam, The Netherlands, Chamber of Commerce registration number 34242709;
  2. BOKMA DISTILLATEURS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) Zoetermeer, The Netherlands and its address Wattstraat 61, 2723 RB Zoetermeer, The Netherlands, Chamber of Commerce registration number 27266455;
  3. PISANG AMBON B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) Amsterdam, The Netherlands and its address Wattstraat 61, 2723 RB Zoetermeer, The Netherlands, Chamber of Commerce registration number 27285077;
  4. REMY FINANCE B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its seat (*statutaire zetel*) in 's-Gravenhage, The Netherlands and its registered office at Coolsingel 93, 3012 AE, Rotterdam, The Netherlands and registered with the Chamber of Commerce in Rotterdam, The Netherlands under number 27107454
  5. BELEGGINGSMAATSCHAPPLJ HONTHORST II B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) Zoetermeer, The Netherlands and its address Wattstraat 61, 2723 RB Zoetermeer, The Netherlands, Chamber of Commerce registration number 27194776;
- (each a "Pledgor" and jointly referred to as the "Pledgors"), and
6. COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. (TRADING AS RABOBANK NEDERLAND), a cooperation with limited liability (*coöperatie B.A.*), incorporated under Netherlands law, having its corporate seat (*statutaire zetel*) in Amsterdam, and its address at Croeselaan 18, 3521 CB Utrecht, The Netherlands, Chamber of Commerce number 30046259, as Security Agent (the "Pledgee").

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 Words and expressions defined in the Facilities Agreement (as defined below) shall have the same meaning when used in this Deed, unless defined otherwise herein.

1.1.2 In addition the following terms shall have the following meanings:

"Bols Intellectual Property Rights" has the meaning given thereto in annex A of the Hire Purchase Agreement (as defined below);

"Deed" means this Master Deed of IP Pledge and any Supplemental Deed of IP Pledge;

"Deed of Foreign Law IP Pledge" means any Deed of Foreign Law IP Pledge as defined in Clause 3.2 hereof;

"Enforcement Event" means any default (*verzuim*) in the proper performance of the Secured Obligations or any part thereof provided that it constitutes an Event of Default;

"Facilities Agreement" means the EUR 110,000,000 senior facilities agreement dated 10 March 2006 and made between Lucas Bols Holding B.V. as the Parent, Lucas Bols B.V. as the Company or the Original Borrower, the Original Guarantors, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International) as Mandated Lead Arranger and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank Nederland) as Agent, Ancillary Lender and as Security Agent (all as defined therein);

"Finance Documents" has the meaning given thereto in the Facilities Agreement;

"Finance Intercreditor Agreement" has the meaning given thereto in the Facilities Agreement;

"Finance Parties" has the meaning given thereto in the Facilities Agreement;

"Future IP Collateral" means any and all IP Collateral, which is not yet held, owned, acquired or otherwise the property of the Pledgor at the date of any Deed;

"Hire Purchase Agreement" means the hire purchase agreement dated on or about the date hereof 2006 and made between Remy Cointreau S.A., Distilleerderijen Erven Lucas Bols B.V. and Lucas Bols B.V. pursuant to which Bols Intellectual Property Rights (as defined therein) are sold by way of hire purchase (*huurkoop*) to Lucas Bols B.V.;

"Intellectual Property" means any and all present and future intellectual property rights in any country or jurisdiction, including but not limited to any patents, utility models, layout-designs (topographies) of integrated circuits, trade secrets, know-how, industrial designs, copyrights, neighbouring rights, database rights or other rights in compilations of data, trademarks, trade names, internet domain names, plant variety rights, the conditional ownership of the Bols Intellectual Property Rights and any and all rights of a similar nature, either (i) now known, contemplated or unforeseen, (ii) having a statutory basis or existing under equity, common law or otherwise, (iii) registered, deposited, filed or not, and including any and all rights in connection with applications for or rights to apply for or acquire any and all of such rights;

"IP Collateral" means any and all Intellectual Property of the Pledgor, including but not limited to the Intellectual Property referred to in Annex 1 (*List of IP Collateral*) to this Master Deed or any other Deed;

"IP Registers" means any appropriate register or authority in any jurisdiction in which any of the IP Collateral is or can be registered;

"Master Deed" means this Master Deed of IP Pledge;

"Obligor" has the meaning given thereto in the Facilities Agreement;

"Parallel Debt" has the meaning ascribed thereto in Clause 16.2 of the Finance Intercreditor Agreement;

"Principal Obligations" means all present and future obligations owed by any Obligor to any Finance Party under or in connection with the Finance Documents and the Mezzanine Finance Documents, other than the obligations pursuant to the Parallel Debt;

"Secured Obligations" means all present and future obligations owed by each Pledgor to the Pledgee pursuant to the Parallel Debt and all Principal Obligations, which are secured obligations pursuant to Clause 3.1.3; and

"Supplemental Deed of IP Pledge" means any Supplemental Deed of IP Pledge as defined in Clause 3.1.2 hereof.

## 1.2 Interpretation

### 1.2.1 Continuing security

Any references made in this Deed to any Finance Document or to any agreement or document (under whatever name), shall, where applicable, be deemed to be references to such Finance Document or such other agreement or documents as the same may have been, or may at any time be, extended, prolonged, amended, restated, supplemented, renewed or novated, as persons may accede thereto as a party or withdraw therefrom as a party in part or in whole or be released thereunder in part or in whole, and as facilities and financial services are or may at any time be granted, extended, prolonged, increased, reduced, cancelled, withdrawn, amended, restated, supplemented, renewed or novated thereunder including, without limitation, (i) any increase or reduction in any amount available thereunder or any alteration of or addition to the purpose for which any such amount, or increased or reduced amount may be used, (ii) any facility provided in substitution of or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing, and (iv) any combination of the foregoing.

### 1.2.2 Unlawful Financial Assistance

No obligations shall be included in the definition of "Secured Obligations" to the extent that, if included, the security interest granted pursuant to this Deed or

any part thereof would constitute a violation of the prohibition on financial assistance as contained in Article 2:98c/2:207c Dutch Civil Code (the "Prohibition") and all provisions hereof will be construed accordingly. For the avoidance of doubt, this Deed will continue to secure those obligations which, if included in the definition of "Secured Obligations", would not constitute a violation of the Prohibition.

**1.3 Separate Agreements; Counterparts**

1.3.1 This Deed is entered into between the Pledgee on the one hand and each of the Pledgors on the other hand for efficiency purposes.

1.3.2 This Deed shall be construed so as to constitute a separate pledge agreement between each Pledgor on the one hand and the Pledgee on the other hand and if any such separate agreement between one of the Pledgors and the Pledgee becomes invalid or unenforceable, is terminated, rescinded, released, void, voidable, amended, restated, renewed, novated, supplemented or otherwise affected, the Secured Obligations of any Pledgor are satisfied or any of the rights of pledge created thereby is ineffective, the foregoing shall to the fullest extent permitted by law not affect the validity or enforceability of any of the other agreements between the Pledgee on the one hand and each other separate Pledgor on the other hand.

1.3.3 This Deed may be executed in any number of counterparts and by way of facsimile exchange of executed signature pages, all of which taken together shall constitute one and the same agreement.

1.3.4 Once this Deed has been executed by the Pledgee the same will become effective between the Pledgee on the one hand and each Pledgor who executes this Deed on the other hand (and among such Pledgors which have at such time executed this Deed), irrespective whether all Pledgors have at such time executed this Deed.

**2. UNDERTAKING TO PLEDGE AND PARALLEL DEBT**

**2.1 Undertaking to pledge**

Each Pledgor hereby agrees with the Pledgee that it shall grant to the Pledgee a right of pledge over its IP Collateral, as security for the payment of the Secured Obligations.

**2.2 Parallel Debt**

Pursuant to the Parallel Debt the Pledgee has its own claim in respect of the payment obligations of the Obligors to the Finance Parties. With respect to this claim the Pledgee acts in its own name and not as representative (*vertegenwoordiger*) of the Finance Parties or any of them and consequently the Pledgee becomes the sole pledgee under this Deed.

**3. PLEDGE**

**3.1 Pledge of IP Collateral**

- 3.1.1 To secure the payment of the Secured Obligations each Pledgor hereby grants to the Pledgee a right of pledge over its IP Collateral, which right of pledge is hereby accepted by the Pledgee.
- 3.1.2 Each Pledgor will execute, forthwith when it acquires any IP Collateral which has not yet been pledged pursuant to this Deed and at the Pledgee's first request a supplemental deed of pledge in the form of Annex 2 of this Master Deed or such other form as the Pledgee may request (a "Supplemental Deed of IP Pledge").
- 3.1.3 If and to the extent that at the time of the creation of this right of pledge, or at any time hereafter, a Principal Obligation owed to the Pledgee cannot be validly secured through the Parallel Debt, such Principal Obligation itself shall be a Secured Obligation.

### 3.2 Foreign Law IP Pledge

To secure the payment of the Secured Obligations, each Pledgor undertakes to grant to the Pledgee, upon any request of the Pledgee, in accordance with and subject to the terms hereof, a right of pledge over its IP Collateral in accordance with the laws of any jurisdiction the Pledgee in its sole discretion deems to be relevant to ensure that the Pledgee will have an enforceable right of pledge under the laws of such jurisdiction (a "Deed of Foreign Law IP Pledge").

### 3.3 General

- 3.3.1 Each Pledgor undertakes, forthwith upon the execution thereof, to register any Deed with the IP Registers for The Netherlands, the Benelux (as a whole) and the European Community (as a whole) and, upon the Pledgee's written request, in any other jurisdiction the Pledgee deems to be relevant ("Registration Jurisdictions"). The Pledgee is entitled to present this Master Deed and any other Deed for registration with the IP Registers in any Registration Jurisdiction.
- 3.3.2 Each Pledgor undertakes to forthwith provide the Pledgee with (i) a copy of an executed Deed and (ii) any evidence of registration of such Deed in any Registration Jurisdiction.

## 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

### 4.1 Representations and Warranties

Each Pledgor hereby represents and warrants to the Pledgee that the following is true and correct on the date hereof and will be true and correct on each date a Supplemental Deed of Pledge or a Deed of Foreign Law IP Pledge is executed:

- (a) it is entitled to pledge its IP Collateral as envisaged hereby;
- (b) the right of pledge created hereby over its IP Collateral is a first ranking right of pledge (*pandrecht eerste in rang*), its IP Collateral has not been encumbered

with limited rights (*beperkte rechten*) or otherwise and no attachment (*beslag*) on its IP Collateral has been made;

- (c) its IP Collateral has not been transferred, encumbered or attached in advance, nor has it agreed to a transfer or encumbrance of its IP Collateral in advance; and
- (d) other than as explicitly permitted by the other Finance Documents, no licenses to use or exploit the IP Collateral have been granted and there are no obligations to grant any such licenses to any third parties, other than any licenses that are listed in Annex 1 hereto.

#### 4.2 Covenants

Each Pledgor hereby covenants that it will:

- (a) other than as explicitly permitted under the other Finance Documents, not release, settle or subordinate any IP Collateral without the Pledgee's prior written consent;
- (b) every six months promptly submit an up-to-date overview listing its IP Collateral, which may include a print-out and/or an electronic data carrier containing the relevant data;
- (c) at its own expense execute all documents and perform all such acts as the Pledgee may request for creating perfecting or protecting the right of pledge envisaged hereby, including but not limited to execution of any Deed in notarial form;
- (d) not pledge, otherwise encumber or transfer its IP Collateral, whether or not in advance, other than envisaged hereby or as explicitly permitted under the terms of the other Finance Documents, perform any act or refrain from performing any act as a result of which the rights of the Pledgee may be harmed, or permit to subsist any kind of encumbrance or attachment over any of its IP Collateral;
- (e) not grant or extend any license for the use or exploitation of any IP Collateral that will have a material effect on its business or on the overall value of the IP Collateral;
- (f) immediately inform the Pledgee of any event or circumstance which may be of importance to the Pledgee for the preservation or exercise of the Pledgee's rights pursuant hereto and provide the Pledgee, upon its written request, with any other information in relation to the (pledge of the) IP Collateral as the Pledgee may from time to time request;
- (g) immediately inform in writing persons such as a liquidator (*curator*) in bankruptcy, an administrator (*bewindvoerder*) in a (preliminary) suspension of payment or persons making an attachment, of the existence of the rights of the Pledgee pursuant hereto; and

- 41
- (h) to the extent that under rules of private international law, the creation of a security interest over the IP Collateral is governed by any law other than Dutch law, perform all such acts as may be required to create or perfect such security interest, to the extent request to do so by the Pledgee.

5. ENFORCEMENT

- 5.1 Any failure by a Pledgor to satisfy the Secured Obligations when due shall constitute a default (*verzuim*) in the performance of the Secured Obligations, without any reminder letter (*sommatie*) or notice of default (*ingebrekestelling*) being required.
- 5.2 Upon the occurrence of an Enforcement Event the Pledgee may enforce its right of pledge and take recourse against the proceeds thereof.
- 5.3 The Pledgors shall not be entitled to request the court to determine that their IP Collateral pledged pursuant hereto shall be sold in a manner deviating from the provisions of Article 3:250 Dutch Civil Code.

- 5.4 The Pledgee shall not be obliged to give notice to the Pledgor of any intention to sell the pledged IP Collateral (as provided in Article 3:249 Dutch Civil Code) or, if applicable, of the fact that it has sold the same IP Collateral (as provided in Article 3:252 Dutch Civil Code).

- 5.5 All monies received or realised by the Pledgee in connection with the IP Collateral shall be applied by the Pledgee in accordance with the relevant provisions of the Finance Documents, subject to the mandatory provisions of Dutch law on enforcement (*uitwinning*).

- 5.6 The Pledgor hereby irrevocably and unconditionally waives (*doet afstand van*) any rights granted to the Pledgors under or pursuant to Dutch law from time to time which aim at protecting grantors of security for the debts of third parties, including any right it may have pursuant to Articles 3:233 and 6:139 Dutch Civil Code.

6. MISCELLANEOUS PROVISIONS

6.1 Waiver

To the fullest extent allowed by applicable law, each Pledgor waives any right it may have of first requiring the Pledgee to proceed against or claim payment from any other person or enforce any guarantee or security granted by any other person before exercising its rights pursuant hereto.

6.2 Evidence of indebtedness

An excerpt from the Pledgee's records shall serve as conclusive evidence (*dwingend bewijs*) of the existence and the amounts of the Secured Obligations, subject to proof to the contrary.

6.3 Unenforceability

Each Pledgor and the Pledgee hereby agree that they will negotiate in good faith to replace any provision hereof which may be held unenforceable with a provision which is

enforceable and which is as similar as possible in substance to the unenforceable provision.

6.4 **Power of attorney**

Each Pledgor hereby grants an irrevocable power of attorney to the Pledgee authorising the Pledgee to execute on its behalf all documents and to perform all such acts on behalf of the Pledgor as the Pledgee may deem necessary or useful in order to have the full benefit of the rights (to be) granted to the Pledgee pursuant hereto, including (i) the exercise of any ancillary rights (*nevenrechten*) as well as any other rights it has in relation to the Rights and (ii) the performance of obligations of the Pledgee hereunder, which authorisations permits the Pledgee to (also) act as a Pledgor's counterparty within the meaning of Article 3:68 Dutch Civil Code.

6.5 **Costs**

6.5.1 ~~All risks, taxes, fees, costs, charges and other expenses due or incurred in respect of or in connection with (the pledge of) any IP Collateral, shall be exclusively for the account of the Pledgors.~~

6.5.2 All costs, charges and expenses incurred by the Pledgee in the lawful exercise of the powers conferred upon it pursuant hereto (including any enforcement measure), or in relation to the negotiation, preparation and administration of any Deed, as well as in connection with any variation, amendment or supplement to the terms of any Deed, and any costs, charges and expenses incurred by the Pledgee in connection with any consent or waiver, shall be payable by the Pledgor to the Pledgee on first demand.

7. **POWER TO TRANSFER**

7.1 The Pledgee is entitled to transfer all or part of its rights and/or obligations pursuant hereto to any transferee and each Pledgor hereby in advance gives its irrevocable consent to and hereby in advance irrevocably co-operates with any such transfer (within the meaning of Articles 6:156 and 6:159 Dutch Civil Code).

7.2 The Pledgee is entitled to impart any information concerning the Pledgors or the IP Collateral to any (proposed) transferee.

8. **TERMINATION**

8.1 Unless terminated by operation of law, the Pledgee's rights of pledge created pursuant hereto shall be in full force and effect vis-à-vis each Pledgor until it shall have terminated, in part or in whole, as described in Clause 8.2 below.

8.2 The Pledgee will be entitled to terminate by notice the right of pledge created pursuant hereto, in part or in whole, in respect of all or part of the IP Collateral and/or all or part of the Secured Obligations. If and insofar as the purported effect of any such termination would require a waiver (*afstand*) by the Pledgee, such termination shall be construed accordingly and the Pledgor hereby in advance agrees to such waiver.

9. CONFLICT

If any provisions in this Deed (for the avoidance of doubt excluding any specific provisions relating to the preservation of the IP Collateral or the exercise of the Pledgee's right pursuant to this Deed) conflict with the provisions of the Facilities Agreement, the provisions of the Facilities Agreement shall prevail, unless that would make the provisions of this Deed void or voidable or would be contrary to mandatory provisions of Dutch law, in which case the provisions of this Deed will prevail.

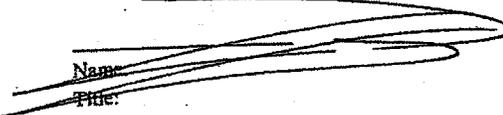
10. GOVERNING LAW AND JURISDICTION

10.1 This Deed is governed by and shall be interpreted in accordance with Dutch law. All disputes arising from or in connection with this Deed shall be submitted to the district court in Amsterdam, without prejudice to the Pledgee's right to submit any disputes to any other competent court in The Netherlands or in any other jurisdiction.

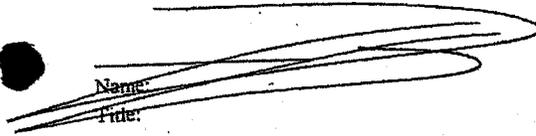
10.2 If a party to this Deed is represented by (an) attorney(s) in connection with the execution of this Deed or any agreement or document pursuant hereto, and the relevant power of attorney is expressed to be governed by Dutch law, such choice of law is hereby accepted by the other party, in accordance with Article 14 of the Hague Convention on the Law Applicable to Agency of 14 March 1978.

This Master Deed has been duly executed on 11 April 2006 by:

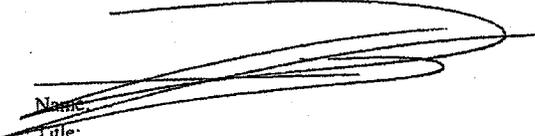
LUCAS BOLS B.V., as Pledgor

  
Name:  
Title:

BOKMA DISTILLATEURS B.V., as Pledgor

  
Name:  
Title:

PISANG AMBON B.V., as Pledgor

  
Name:  
Title:

REMY FINANCE B.V., as Pledgor

Name:

Title:

BELEGGINGSMAATSCHAPPIJ HONTHORST II B.V., as Pledgor

Name:

Title:

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.  
(TRADING AS RABOBANK NEDERLAND), as Pledgee

Name:

Title:

Name:

Title:

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ANNEX 1  
LIST OF IP COLLATERAL

[List of Material IP Rights]

AMSDAM-1/449435/04

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ANNEX 2  
FORM OF SUPPLEMENTAL DEED OF IP PLEDGE

To: COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.  
(TRADING AS RABOBANK NEDERLAND), as Pledgee

[\*]

[\*]

Facsimile: + [\*]

From: [\*], as Pledgor

Capitalised terms used herein have the same meaning ascribed to them in the Master Deed of IP Pledge dated [\*] (the "Master Deed"). The provisions of the Master Deed apply *mutatis mutandis* to this supplemental deed of IP pledge (the "Supplemental Deed of IP Pledge").

Fulfilling our obligations pursuant to the Master Deed and to secure the payment of the Secured Obligations we herewith grant to the Pledgee, in accordance with the terms of the Master Deed, a right of pledge (*pandrecht*) over all of our IP Collateral and hereby in advance grant such right of pledge insofar as the same cannot be fully granted on the date hereof, which right of pledge is hereby accepted by the Pledgee.

We hereby declare that on the date hereof (i) we are entitled to pledge our IP Collateral as envisaged hereby; (ii) no other right of pledge is created over our IP Collateral, our IP Collateral has not been encumbered with limited rights (*beperkte rechten*) or otherwise and no attachment (*beslag*) on our IP Collateral has been made; (iii) our IP Collateral has not been transferred, encumbered or attached in advance, nor have we agreed to a transfer or encumbrance of our IP Collateral in advance and; (iv) no licenses to use or exploit our IP Collateral have been granted and there are no obligations to grant any such licenses to any third parties, other than any licenses that are listed in Annex 1 of the Master Deed.

Pursuant to the Master Deed, we - by signing this Supplemental Deed of IP Pledge - accept on your behalf the right of pledge envisaged hereby.

Date: .....

Place: .....

[\*]

\_\_\_\_\_  
Name:

Title:

	Trademark	type	classes	filing date	reg date	reg no	name owner	renewal	ok
Zweden	BOLS nouveau logo	NF	33	02 09 1991	11 12 1992	243026	Distilleerderijen Erven Lucas Bols BV	11 12 2012	ja
Zweden	BOLS ECRITURE SPEC	NF	33	14 04 1973	18 07 1943	67333	Distilleerderijen Erven Lucas Bols BV	18 07 2015	ok
Zweden	ERVEN LUCAS BOLS SIGN	IR	Zie basis IR	14 04 1973	24 07 1973	67371	Distilleerderijen Erven Lucas Bols BV	24 07 2013	ok
UK	BLASON BOLS	IR	Zie basis IR			700844			ja
UK	BLUE CURACAO BOUTEILLE	MOD				791453			ja
UK	BOLS	NF	32	27 04 1995	27 04 1995	878728	Distilleerderijen Erven Lucas Bols BV	27 04 2010	ja
UK	BOLS	NF	33	07 04 1965	07 04 1968	677947	Distilleerderijen Erven Lucas Bols BV	07 04 2010	ok
UK	BOLS	NF	33	18 08 1928	18 08 1928	491452	Distilleerderijen Erven Lucas Bols BV	18 08 2008	ok
UK	BOLS	NF	33	27 06 1990	06 03 1992	1435743	Distilleerderijen Erven Lucas Bols BV	27 06 2007	ja
UK	BOLS BLUE BOUTEILLE	IR	Zie basis IR			718947			ja
UK	BOLS EXCELLENT VODKA	IR	Zie basis IR			781326			ja
UK	BOLS VODKA SIGNATURE	IR	Zie basis IR			763528			ja
UK	BOLS nouveau logo	NF	33	27 06 1990	06 03 1992	1430163	Distilleerderijen Erven Lucas Bols BV	27 06 2007	ja
UK	ERVEN LUCAS BOLS signature	IR	Zie basis IR			790844			ja
UK	TOTAL COCKTAILS	IR	Zie basis IR			788482			ja
USA	BOLS	NF	33	10 03 1965	22 11 1968	818190	Distilleerderijen Erven Lucas Bols BV	22 11 2006	ja
USA	BOLS	NF	30	10 03 1965	13 09 1966	818114	Distilleerderijen Erven Lucas Bols BV	13 09 2006	ja
USA	BOLS BLUE ETIQ 1999	NF	33	15 07 1999	19 06 2003	2753410	Distilleerderijen Erven Lucas Bols BV	19 06 2013	ja
USA	BOLS EXCELLENT VODKA	NF	33	29 04 2002	21 10 2003	2774746	Distilleerderijen Erven Lucas Bols BV	21 10 2013	ja
USA	BOLS LIQUERS boul. 2004	IR				860750			hangende aanvraag
USA	BOLS VODKA SIGN ETIQ	NF	33	04 04 2002	13 01 2004	2804111	Distilleerderijen Erven Lucas Bols BV	13 01 2014	ja
USA	BOLS VODKA ETIQ 2001	NF	33	04 04 2002	22 04 2003	2708979	Distilleerderijen Erven Lucas Bols BV	22 04 2013	ja
USA	BOLS bouteille de liques	NF	33	15 08 1991	25 08 1992	1719315	Distilleerderijen Erven Lucas Bols BV	25 08 2012	ja
USA	BOLS nouveau logo	NF	33	18 01 1991	09 02 1993	1781400	Distilleerderijen Erven Lucas Bols BV	09 02 2013	ja
USA	BOLS ECRITURE SPEC	NF	33	18 04 1915	26 10 1915	106727	Distilleerderijen Erven Lucas Bols BV	26 10 2015	ja
USA	BOLS ETIQ	NF	33	01 04 1895	30 09 1988	1411591	Distilleerderijen Erven Lucas Bols BV	30 09 2006	ja
USA	BUTTERSCOTCH	NF	33	26 05 1993	06 09 1994	1863265	Distilleerderijen Erven Lucas Bols BV	06 09 2014	ja
USA	CROSSED ARROWS & SHIELD	NF	33	05 02 1991	22 01 1993	1778497	Distilleerderijen Erven Lucas Bols BV	22 01 2013	ja
USA	DAMRAK	NF	33	13 06 2000	30 07 2002	2602184	Distilleerderijen Erven Lucas Bols BV	30 08 2012	ja
USA	ERVEN LUCAS BOLS	NF	32, 33	22 09 2003	26 07 2005	2975727	Distilleerderijen Erven Lucas Bols BV	26 07 2016	ja
USA	TOTAL COCKTAILS	NF	16, 35	30 08 2002	24 08 2004	2876147	Distilleerderijen Erven Lucas Bols BV	24 08 2014	ja

**ISSUED AS A CERTIFIED COPY,**

of a document that has been shown to me and after having been compared with the original, has been returned to its presenter, by me, Pieter Gerard van Druten, civil law notary in Amsterdam, the Netherlands.

This statement explicitly contains no judgement as to the contents of this document.

Amsterdam, December 16, 2007.

