

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
Double Eagle Brands N.V.		06/09/2008	COMPANY: NETHERLANDS ANTILLES

RECEIVING PARTY DATA

Name:	Ketel One Worldwide B.V.
Street Address:	Molenwerf 10-12
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1014 BG
Entity Type:	Private Limited Company: NETHERLANDS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77659211	KETEL ONE THE ORIGINAL DISTILLING KETEL NO. 1 1
Serial Number:	77659200	K
Serial Number:	77659190	KETEL ONE 1 THE ORIGINAL DISTILLING KETEL NO. 1 NOLET DISTILLERY FOUNDED 1691
Serial Number:	77659235	KETEL ONE
Serial Number:	77659174	KETEL ONE CITROEN THE ORIGINAL DISTILLING KETEL NO. 1 1 NOLET DISTILLERY FOUNDED 1691
Serial Number:	77659156	KETEL ONE CITROEN THE ORIGINAL DISTILLING KETEL NO. 1 1
Serial Number:	77659138	K
Serial Number:	77659118	KETEL ONE CLUB
Serial Number:	77659108	KETEL ONE CLUB
Serial Number:	77659100	KETEL ONE CLUB
Serial Number:	77659076	

CH \$290.00 77659211

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5093
Email: kaltoff@morganlewis.com
Correspondent Name: Kristin H. Altoff
Address Line 1: 1111 Pennsylvania Avenue, N.W.
Address Line 2: Attention: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

DOMESTIC REPRESENTATIVE

Name: Kristin Altoff
Address Line 1: 1111 Pennsylvania Avenue, N.W.
Address Line 2: Attention: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Kristin H. Altoff
Signature:	/Kristin H. Altoff/
Date:	03/17/2009

Total Attachments: 8
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SECURITY AGREEMENT

SECURITY AGREEMENT (the "Agreement"), dated as of June 9, 2008, by between DOUBLE EAGLE BRANDS N.V., a company organized under the laws of the Netherlands Antilles (the "Grantor"), and KETEL ONE WORLDWIDE B.V., a company organized under the laws of the Netherlands (the "Secured Party").

WHEREAS, Nolet Beheer B.V., the Grantor and Diageo Brands Holdings B.V. (the "JV Parties") entered into a Global Joint Venture Agreement (the "Global JV Agreement"), dated as of February 5, 2008, pursuant to which the JV Parties have agreed to enter into a joint venture, organized through the Secured Party, to sell, market, import and distribute the Products;

WHEREAS, on the date hereof, the Grantor and Secured Party have entered into an intellectual property license agreement (the "IP License"), pursuant to which the Grantor has granted to the Secured Party a perpetual, exclusive, fully-paid license to use the Licensed IP for the purposes and on the terms and conditions set forth in the IP License;

WHEREAS, Section 3.2(m) of the Global JV Agreement provides that, on the Closing Date and in consideration of the representations, warranties, covenants, agreements, undertakings and obligations set forth in the Global JV Agreement, the Grantor shall grant to the Secured Party a valid, first-priority security interest in each item of Licensed IP; and

WHEREAS, the Parties now wish to provide that the Grantor does grant such security interest to the Secured Party and to set forth the terms and conditions on which such grant is made;

NOW, THEREFORE, for good and valuable consideration the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Grant of Security Interest. Grantor hereby grants to the Secured Party, a security interest in and lien upon (the "Security Interest") all right, title and interest of the Grantor in and to the Licensed IP (the "Collateral"), including the intellectual property listed in Schedule 1. The Security Interest secures the performance of the IP License, including all obligations, liabilities and damages that may at any time be owed by the Grantor to the Secured Party for Grantor's failure to continue to perform the terms thereof as provided therein.

2. Warranties, Covenants and Agreements of the Grantor. The Grantor warrants, covenants and agrees that:

(a) The Grantor (i) is the sole owner of the Collateral free and clear of any and all liens, security interests or encumbrances other than the IP License and the

Security Interest; (ii) the Grantor will not sell, lease or grant any further security interest in the Collateral or any part thereof, and will not part with possession of the same, except for this Agreement, the Global JV Agreement and such financing statements and other documentation as may be contemplated hereby; and (iii) will not permit the Collateral to be used in violation of any law or ordinance.

(b) The Grantor authorizes the Secured Party to file, in any jurisdiction where this authorization will be given effect, a financing statement or any other such document or documents as may be necessary or advisable in order to perfect the Security Interest in such jurisdiction, signed only by the Secured Party covering the Collateral, and the Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to sign and file any such financing statement covering the Collateral. At the request of the Secured Party, the Grantor will join the Secured Party in executing one or more financing statements or other document or documents, in a form reasonably satisfactory to the Secured Party, and jointly pay the costs of filing or recording the same, or of filing or recording this Agreement, in all public offices at any time and from time to time, whenever filing or recording of any such financing statement or other document or documents, or of this Agreement, is deemed by the Secured Party to be reasonably necessary or advisable.

(c) The Grantor agrees that, from time to time it will promptly execute and deliver all further instruments and documents, and take all further action, as may be necessary or as the Secured Party may reasonably request, in order to perfect and protect the Security Interest or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(d) As of the date hereof, the chief executive office and chief place of business of the Grantor is as shown on Schedule 2, and the Grantor has no other executive offices or places of business other than those listed on said Schedule 2.

3. Priority. The Security Interest, when properly perfected by filing, shall constitute at all times a valid and perfected first priority security interest vested in the Secured Party in and upon all of the Collateral, and the Grantor shall ensure that the Security Interest shall not be or become subordinate or junior to the security interests, liens, encumbrances or claims of any other Person, including, without limitation, any Governmental Authority.

4. The Secured Party's Rights.

(a) In the event that the Grantor shall (i) fail to satisfy in full any of its obligations under the IP License or shall assert that any material provision thereof is no longer enforceable in accordance with its terms by the Secured Party against the Grantor or (ii) become Insolvent, the Secured Party may at any time demand, sue for, collect or otherwise enforce the performance and collection of any or all of the Collateral. Without limitation of the foregoing, the Collateral shall secure payment and performance of any

claim for damages or specific performance that may at any time be owed to the Secured Party by the Grantor as a result of its breach of any provision of the IP License.

(b) In addition to the rights set forth under clause (a) of this paragraph 4, the Secured Party shall have and may exercise any or all of the rights and remedies of a secured party under the Uniform Commercial Code, as in effect in the State of New York (the "UCC"), or under any other applicable law or any other agreement executed by the Grantor.

5. Expenses. All reasonable expenses (including, without limitation, attorneys' fees and expenses) incurred or paid by the Secured Party in connection with or incident to the collection or any attempt to collect the Collateral or actions to protect or enforce the Collateral or any security therefor shall be borne by the Grantor or reimbursed by the Grantor to the Secured Party upon demand.

6. No Waiver. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of any such right or any other right. A waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy on any future occasion. The rights remedies of the Secured Party hereunder are cumulative, and the exercise of any one or more of the rights and remedies provided for herein shall not be construed as an election or as a waiver of any of the other remedies of the Secured Party provided for herein or existing by law or otherwise.

7. Assignment. All rights of the Secured Party hereunder shall inure to the benefit of her successors and assigns; and all obligations of the Grantor shall bind its successors and assigns.

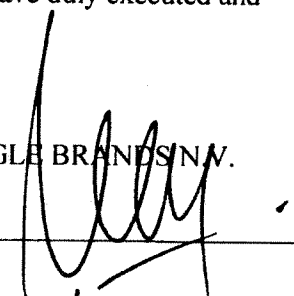
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the Security Interest, or rights or remedies hereunder, are governed by the laws of a jurisdiction other than the State of New York.

9. Definitions. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Global JV Agreement or the IP License. Terms not expressly defined herein, or in either the Global JV Agreement or IP License, that are defined in the UCC have the meanings given to them in the UCC.

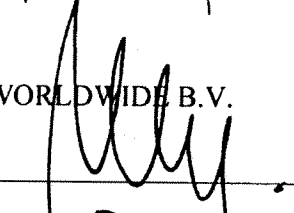
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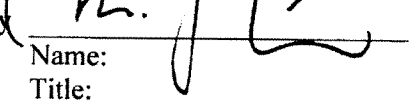
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

DOUBLE EAGLE BRANDS N.V.

By  _____
Name:
Title:

KETEL ONE WORLDWIDE B.V.

By  _____
Name:
Title:

By  _____
Name:
Title:

Schedule 1
Collateral

1. Ketel One and Ketel One Citroen and any variation or derivative thereof incorporating the term "Ketel One" as approved by Grantor and used in connection with the Products (the "Licensed Brands");
2. All Intellectual Property rights in and to (a) the Licensed Brands, (b) Ketel One vodka and Ketel One Citroen vodka and any line extensions of Ketel One vodka or Ketel One Citroen vodka (the "Products"), and (c) on-premise promotional activities under the Licensed IP in compliance with the Brand Strategy (the "Services"), to the extent owned by or licensed to Grantor, with the right to sublicense, as set forth on Schedule 3 of the IP License Agreement dated 9 June 2008 and other such rights to the extent any exist and are not on Schedule 3 of the IP License Agreement dated 9 June 2008 and are owned by or licensed to Grantor, with the right to sublicense, and currently used for the marketing, promotion, importation, sales and distribution of the Products and Services (including advertising, merchandising and sponsorship activities in connection with the foregoing) in the world; and
3. All Intellectual Property developed by the Secured Party after the Closing Date and related to the Products or Services , to the extent owned by the Grantor (the "Innovation IP")..

For purposes of this Security Interest Agreement, the term "Intellectual Property" means any and all:

- (a) patents, including utility and design patents, together with any extensions, re-examinations and reissues of such patents, patents of addition, patent applications, divisions, continuations, continuations-in-part, and any subsequent filings in any country of jurisdiction claiming priority therefrom,
- (b) Trademarks and slogans,
- (c) design rights and industrial designs,
- (d) domain names, URLs and any other address for use on the Internet, web sites, hardware, software (whether in source code or object code), operating systems, data and database rights, or any other computer network or communication system, together with all documentation relating to any of the foregoing
- (e) registered and unregistered copyrights, and registrations and applications therefor, including all renewals and extensions thereof and rights corresponding thereto in both published and unpublished works, together with all translations, adaptations, derivations and combinations thereof,
- (f) rights of publicity and moral rights to the extent owned by DEB
- (g) rights in typefaces and fonts

(h) customer lists to the extent owned by DEB and supplier lists and information and business and sales methods, including any database rights therein, (i) all goodwill relating to any of the foregoing, and

(j) any other intellectual property or any similar, corresponding or equivalent right to any of the foregoing, whether or not any of these is registered and including any registrations and applications for registration of any of the foregoing, and which are in existence as of the date of the IP License, in any jurisdiction throughout the world.

The collateral includes, but is not limited to, all of the assets described in Sections A through F below:

A. Licensed Brands

- The trademarks relating to "Ketel One", "Ketel One Citroen" and "Ketel One Club" as listed in Annex 1 to Schedule 3 of the IP License Agreement dated 9 June 2008, including, but not limited to, the following U.S. federal trademark applications and registrations.

Mark	Reg./Ser. No.	Reg./App. Date
1 KETEL ONE & Design	1,357,081	8/27/85
Bottle Design	2,217,998	1/12/99
KETEL ONE CITROEN & Design	2,537,785	2/12/02
KETEL ONE CLUB	3,301,245	10/2/07
KETEL ONE	3,275,362	8/7/07
K Design	79/040,187	5/23/07
THE KETEL ONE SPIRIT	77406152	2/26/2008

B. Intellectual Property Rights in and to the Products

B.1 Copyrights in advertising and marketing materials

- The copyrights in the advertising and marketing services provided by M&C Saatchi LA Inc. to Nolet Spirits U.S.A. Inc. in connection with Ketel One and Ketel One Citroen, including, but not limited to, artwork, copy, storybooks, animatics, campaign materials, advertisements, billboard material, as assigned by M&C Saatchi LA Inc. to DEB by agreement of 20 November 2006 (see Annex 2 to Schedule 3 of the IP License Agreement dated 9 June 2008).

B.2 Copyrights in promotional films

- The copyrights in the promotional film "Generations" (see Annex 3 to Schedule 3 of the IP License Agreement dated 9 June 2008).
- The copyrights in the promotional film "Secret of Ketel One" (also referred to as "Secrets" or "Distillery Tour") (see Annex 4 to Schedule 3 of the IP License Agreement dated 9 June 2008).
- The copyrights in the promotional film "Ketel One Cocktail Guide" (also referred to as "The Ultimate Cocktail Guide"), as transferred from Nolet SupplyCo to DEB on 31 January 2008 (see Annex 5 to Schedule 3 of the IP License Agreement dated 9 June 2008).

B.3 Copyrights in designs of labels etc.

- The copyrights in the designs of the labels, bottles, glasses, (gift) packagings and boxes relating to the Products as transferred from Nolet SupplyCo to DEB (see Annex 6 to Schedule 3 of the IP License Agreement dated 9 June 2008).
- The copyrights in the redesigns of the labels, bottles, glasses, (gift) packagings and boxes relating to the Products, as transferred from Claessens International Limited to DEB (see Annex 7 to Schedule 3 of the IP License Agreement dated 9 June 2008).

C. Intellectual Property Rights in Services

- The Intellectual Property Rights in and to the Services as set forth in Schedule 4 of the IP License Agreement dated 9 June 2008.

D. Domain names

- Domain names relating to the Licensed Brands as listed in Annex 8 to Schedule 3 of the IP License Agreement dated 9 June 2008.

E. Innovation IP

- As defined in the IP License Agreement, namely, all Intellectual Property developed by Ketel One Worldwide after the Closing Date and related to the Products or Services..

F. Other

- The marketing formula relating to Ketel One products as described in Annex 9 to Schedule 3 of the IP License Agreement dated 9 June 2008.

Schedule 2

Chief Executive Office and Chief Place of Business

Double Eagle Brands N.V.
Kaya W.F.G. (Jombi) Mensing 32
Curacao
The Netherlands Antilles

LONDON:302681.7

RECORDED: 03/17/2009

TRADEMARK
REEL: 003953 FRAME: 0394