

5/13/09

05-15-2009

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To the Director of the U. S. Patent and Trademark Office, send the enclosed documents or the new address(es) below.

1. Name of conveying party(ies):
Sazerac North America, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 24, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Capital One, National Association

Internal

Address: _____

Street Address: 201 St. Charles Ave., 29th Floor

City: New Orleans, LA 70112

State: Louisiana

Country: USA Zip: 70170

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship _____
Citizenship USA
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

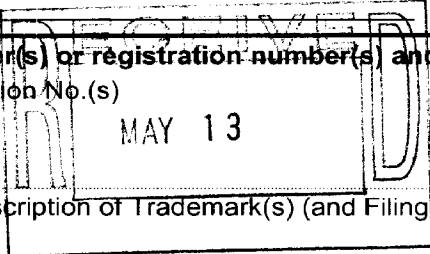
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached sheet

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):



5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Philip deV. Claverie, Sr.

Internal Address: _____
c/o Phelps Dunbar, L.L.P.

Street Address: _____
365 Canal Street, Suite 2000

City: New Orleans

State: Louisiana Zip: 70130

Phone Number: 504-566-1311

Fax Number: 504-568-9130

Email Address: claverip@phelps.com

6. Total number of applications and registrations involved:

91

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2,290.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/14/2009 MJAMA1 00000038 75191754

01 FC-0521
05 FR-0521
Deposit Account Number _____ 40.00 DP
2250.00 DP

Authorized User Name _____

9. Signature: Philip deV. Claverie
Signature

5/12/09
Date

Philip deV. Claverie, Sr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Attachment 1

Additional Names of Conveying Parties:

Barton Distillers Import Corp., a New York corporation
Barton Brands of California, Inc., a Connecticut corporation
JayBird Spirits Co., LLC, a Delaware limited liability company

Trademark Registration Numbers:

FEDERALLY REGISTERED TRADEMARKS

US TRADEMARKS - SAZERAC NA

MARK	SERIAL NUMBER
"CAN I SLIP YOU A BANANA"	75191754
"THE ORIGINAL BANANA SHOOTER"	75076423
1792	76474668
99 APPLES	78103664
99 BANANAS	74542116
99 BLACK CHERRIES	78764273
99 BLACKBERRIES	76117268
99 ORANGES	76557853
99 PEACHES	77181465
99 SCHNAPPS	78316508
AMARETTO DI AMORE	73069666
AMARETTO DI AMORE & Design	75015952
BARTON	72057183
BARTON	75699796
BARTON RESERVE	72082389
BARTON'S CANADIAN	72113979
BARTON'S QT	78057262
BLUE LIGHTNING	78222993
BLUE WAVE	76501194
BOSTON	73643974
Bottle Top Configuration ("Sombrero")	73614379
CANADIAN HOST	73423186
CANADIAN LTD.	72383571
CAPITAN & Design	77165651
CARAVELLA	74580665
CARAVELLA ORANGECELLO	76382987
CHERRY WAVE	78671210
COLONEL LEE	72022500
CZARINA	72082072
Design of Man Wearing a Top Hat	71360341
Design of Apple with Face	78296755
Design of Aztec Calendar	73035367
Design of Banana with Face	75076425
DO YOU BLUE?	76577580
E & Design	76467744

MARK	SERIAL NUMBER
EFFEN	76467741
EFFEN	77017563
EFFEN	77174439
EFFEN (Stylized)	76467743
EFFEN BLACK CHERRY	76489233
EFFEN IS A FIVE-LETTER WORD	77330957
EFFEN RASPBERRY	78955458
EL TORO	73028587
EL TORO (Stylized)	72079089
FLEISCHMANN'S	71340757
FLEISCHMANN'S	72038495
GLENMORE	72086655
GLENMORE	72386360
HARTLEY	77170616
HIGHLAND MIST	72078421
HOUSE OF STUART	72057184
INVER HOUSE	72132642
IT'S THE BOMB	78671214
JACQUES BONET (Stylized)	73429591
JACQUES BONET (Stylized)	73743257
KENTUCKY GENTLEMAN	72060338
KENTUCKY HERITAGE	72271908
KENTUCKY TAVERN (Stylized)	71098016
LIQUEURS OF LOVE	74444356
LIQUID LUXURY	78634157
MARTINI MACHINE	77103555
MONTE ALBAN	73141827
MONTE ALBAN MEZCAL & Design of a Worm with a Hat	78296758
MONTEZUMA	72170598
MR. BOSTON	76647400
OLD THOMPSON (Stylized)	71530496
OLO	78939117
OLO (Stylized)	77329781
ORANGECELLO	76382986
PIKEMAN	72088836
PURPLE WAVE	77067105
RIDGEMONT RESERVE	78404524
RIDGEMONT RESERVE 1792	78404525
RIDGEMONT RESERVE Bottle Design	78332325
RIVA	72132358
ROCKING CHAIR	71369475
ROYAL AWARD	72200541
SABROSO	73678920

MARK	SERIAL NUMBER
SAMBUCA DI AMORE	74555279
SAMBUCA DI AMORE & Design	75014637
SKOL	78895561
SKOL (Stylized)	72108964
SOUR TO THE CORE	76583472
THE ONE WITH THE WORM	74494456
THE TOAST OF KENTUCKY	78338622
THOMPSON	72393446
TOM MOORE	78403538
VERY OLD BARTON	72307302
WE'VE GOT YOUR NUMBER	76579541
WORLD-WIDE ORDER OF THE WORM	78306210
MONTE ALBAN MEZCAL & Design	

US TRADEMARKS - BARTON BRANDS

MARK	SERIAL NUMBER
NONE	

US TRADEMARKS - BARTON DISTILLERS

MARK	SERIAL NUMBER
NONE	

US TRADEMARKS - JAYBIRD

MARK	SERIAL NUMBER
NAKED JAY VODKA & Design	78928660

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as same may be amended, supplemented or restated from time to time, this "Agreement"), dated as of March 24, 2009, is made by and among SAZERAC NORTH AMERICA, INC., a Delaware corporation ("Sazerac NA"), BARTON DISTILLERS IMPORT CORP., a New York corporation ("Barton Distillers"), BARTON BRANDS OF CALIFORNIA, INC., a Connecticut corporation ("Barton Brands") and JAYBIRD SPIRITS CO., LLC, a Delaware limited liability company ("JayBird"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, as agent for the ratable benefit of the Lenders (hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), who agree as follows:

RECITALS

A. Sazerac Company, Inc. (the "Borrower"), the Administrative Agent and the lenders from time to time party thereto (the "Lenders", and together with Administrative Agent, the "Secured Parties") have entered into that certain Credit Agreement dated as of March 24, 2009 (as it may from time to time be amended, modified or supplemented, the "Credit Agreement"), pursuant to which the Secured Parties agreed to make certain loans to the Borrower (the "Loans") upon and subject to the terms and conditions thereof.

B. The Borrower will use the proceeds from the Loans to acquire all of the shares of stock of Sazerac NA, Barton Brands, Barton Distillers, JayBird and certain assets of Schenley Distilleries, Inc./Les Distilleries Schenley Inc.

C. Sazerac NA, Barton Brands, Barton Distillers and JayBird have executed a Security Agreement dated of even date herewith (as it may from time to time be amended, modified or supplemented, the "Security Agreement"), pursuant to which Sazerac NA, Barton Brands, Barton Distillers and JayBird have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the trademarks and service marks owned by Sazerac NA, Barton Brands, Barton Distillers and JayBird and registered with the United States Patent and Trademark Office as of the date hereof, on the terms and conditions set forth in the Security Agreement.

D. As a condition of entering into the Credit Agreement, Administrative Agent has required Sazerac NA, Barton Brands, Barton Distillers and JayBird to enter into this Agreement.

E. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, except that the term "Indebtedness" shall have the meaning assigned to such term in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the parties hereto hereby agree as follows:

1. Sazerac NA, Barton Brands, Barton Distillers and JayBird hereby grant to the Administrative Agent, for the ratable benefit of the Secured Parties, on the terms and conditions contained in the Security Agreement (which are incorporated herein and made a part hereof), and as additional security for the payment and performance by the Borrower of the Indebtedness, a first Lien upon all of Sazerac NA's, Barton Brands', Barton Distillers' and JayBird's right, title and interest in, to and under the trademarks listed or described on Exhibit A hereto (the "Trademarks"), and under the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith.

2. Sazerac NA, Barton Brands, Barton Distillers and JayBird shall take all action, under both statutory and common law, which may be necessary or useful to perfect title to the Trademarks, to maintain and/or defend the Trademarks, including without limitation the defense of the Trademarks, surveillance of marks owned

and/or used by third parties which may be related to said Trademarks, bringing institution of said actions against infringing marks, and bringing cancellation or opposition proceedings in order to enforce said marks.

3. Upon full and final payment and performance of the Indebtedness (other than inchoate indemnity obligations), this Agreement shall terminate, and the Administrative Agent, upon request of Sazerac NA, Barton Brands, Barton Distillers or JayBird shall execute and deliver to Sazerac NA, Barton Brands, Barton Distillers or JayBird, as applicable, at Sazerac NA's, Barton Brands', Barton Distillers' or JayBird's expense such termination statements as Sazerac NA, Barton Brands, Barton Distillers or JayBird may reasonably request to evidence such termination.

4. This Agreement shall be binding upon Sazerac NA, Barton Brands, Barton Distillers and JayBird and their successors and assigns and shall inure to the benefit of the Secured Parties, their successors and assigns.

5. This Agreement may not be amended or modified except with the written consent of Sazerac NA, Barton Brands, Barton Distillers, JayBird, and the Administrative Agent.

6. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.

[Signatures on following page]

IN WITNESS WHEREOF, Sazerac NA, Barton Brands, Barton Distillers, JayBird, and Administrative Agent have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

SAZERAC NA:

SAZERAC NORTH AMERICA, INC.

By: Paul Pape
Name: Paul Pape
Title: ~~Vice President and Chief Financial Officer~~ *Treasurer*

BARTON BRANDS:

BARTON BRANDS OF CALIFORNIA, INC.

By: Paul Pape
Name: Paul Pape
Title: ~~Vice President and Chief Financial Officer~~ *Treasurer*

BARTON DISTILLERS:

BARTON DISTILLERS IMPORT CORP.

By: Paul Pape
Name: Paul Pape
Title: ~~Vice President and Chief Financial Officer~~ *Treasurer*

JAYBIRD:

JAYBIRD SPIRITS CO., LLC

By: Paul Pape
Name: Paul Pape
Title: ~~Vice President and Chief Financial Officer~~ *Treasurer*

ADMINISTRATIVE AGENT:

CAPITAL ONE, NATIONAL ASSOCIATION

By: Cheryl H. Denenea
Name: Cheryl H. Denenea
Title: Senior Vice President

(Trademark Security Agreement – Sazerac NA,
Barton Brands, Barton Distillers and JayBird)

NO.99926713.4

TRADEMARK
REEL: 003988 FRAME: 0962

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 19th day of March, 2009, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Paul Pape ("Apparer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the ~~Vice President and Chief Financial Officer~~ ^{Treasurer} of Sazerac North America, Inc., a Delaware corporation, who acknowledged that Apparer executed the foregoing instrument by authority of said corporation's Board of Directors on behalf of and as the free act and deed of said corporation.

IN WITNESS WHEREOF, Apparer has signed this acknowledgment in the presence of the two undersigned witnesses and me, Notary, on the day and in the month and year hereinabove first written.

WITNESSES:

Philip deV. Claverie
Print Name: PHILIP DeV. CLAVERIE

Paul Pape
PAUL PAPE

Mary R. Messina
Print Name: MARY R. MESSINA

Philip deV. Claverie, Jr.
Notary Public

Philip deV. Claverie, Jr.
Notary Public
State of Louisiana
Louisiana Bar Roll # 29126
My Commission is Issued For Life

(Trademark Security Agreement – Sazerac NA,
Barton Brands, Barton Distillers and JayBird)

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DO YOU BLUE?	76577580
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EFFEN RASPBERRY	78955458
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FLEISCHMANN'S	72038495
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GLENMORE	72386360
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SAMBUCA DI AMORE & Design	75014637
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THE TOAST OF KENTUCKY	78338622
THOMPSON	72393446
TOM MOORE	78403538
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MONTE ALBAN MEZCAL & Design	

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NONE	

US TRADEMARKS - BARTON DISTILLERS

MARK	SERIAL NUMBER
NONE	

US TRADEMARKS - JAYBIRD

MARK	SERIAL NUMBER
NAKED JAY VODKA & Design	78928660