

TO: LEONARD J. GAMBINO COMPANY: 222 S. RIVERSIDE PLAZA

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/02/2009
 900142389

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diamond Beverages, LLC		08/22/2009	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	International Vodka Distillers (IVD) Ltd.
Street Address:	3 The Fountain Center
Internal Address:	Lensbury Ave.
City:	Imperial Wharf, London SWG 2TW
State/Country:	UNITED KINGDOM
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78732576	
Serial Number:	78933793	OBJET D'ART
Registration Number:	3292329	THE DIAMOND STANDARD
Registration Number:	3292311	
Registration Number:	3164244	DIAMOND FILTERED
Registration Number:	3164227	DIAMOND FILTRATION PROCESS FOR FILTRATION OF AGED DISTILLED SPIRITS
Serial Number:	77799508	WHAT DIAMONDS TASTE LIKE
Registration Number:	3882117	THE DIAMOND MARTINI
Serial Number:	77299578	KISSED BY DIAMONDS
Serial Number:	77299564	VODKA KISSED BY DIAMONDS

CORRESPONDENCE DATA

Fax Number:	(312)648-1212
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OP \$265.00 78732576

TO: LEONARD J. GAMBINO COMPANY: 222 S. RIVERSIDE PLAZA

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

Phone: 312-648-2300
Email: leonard.gambino@afnr.com
Correspondent Name: Leonard J. Gambino
Address Line 1: 222 S. Riverside Plaza
Address Line 2: Suite 2100
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: DIAMOND BEVERAGES

DOMESTIC REPRESENTATIVE

Name: Peacock Corporation
Address Line 1: 2620 S. Maryland Parkway
Address Line 2: Suite 802
Address Line 4: Las Vegas, NEVADA 89109

NAME OF SUBMITTER: Leonard Gambino

Signature: /Leonard Gambino/

Date: 09/02/2009

Total Attachments: 13

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SECURITY AGREEMENT

This Security Agreement (the Agreement) is made this 22nd day of June, 2009, between INTERNATIONAL VODKA DISTILLERS (IVD) LTD., a company incorporated under the laws of England and Wales (the Secured Party), and DIAMOND BEVERAGES, LLC, an Illinois limited liability company (the Debtor).

In consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** In this Agreement, the following frequently used terms are defined as set forth in this &1:

(a) The "Liabilities" are all payments from time to time due or owing to the Secured Party by the Debtor under that certain Loan Agreement of even date herewith between the Debtor and the Secured Party (the "Loan Agreement").

(b) The "Collateral" are those assets of Debtor set forth on Exhibit A attached hereto, whether now or hereafter existing or acquired, together with all the proceeds thereof and Debtor's interests therein.

(c) The Secured Party's security interest in the Collateral is referred to as the "Lien."

2. **Grant of Security Interest.** As security for the payment of the Liabilities, the Debtor hereby assigns, grants, conveys, mortgages, hypothecates, pledges, and sets over to the Secured Party a continuing security interest for the use and benefit of the Secured Party in the Collateral.

3. **Representations and Warranties.** The Debtor represents, warrants, and agrees that: (i) no financing statement or other lien notice covering any portion of the Collateral is on file in any public office; (ii) the Debtor is the lawful owner of all Collateral, free of all liens and claims whatsoever except the Lien; and (iii) the Debtor has full power and authority to execute this Agreement and to perform the Debtor's obligations hereunder, and to subject the Collateral to the Lien.

4. **Agreements of the Debtor.** The Debtor (i) authorizes the Secured Party to file such financing statements and other documents, and do such other acts and things as Secured Party may from time to time reasonably require to establish and maintain valid perfected security interests in the Collateral; (ii) will keep records concerning all items of Collateral, which records will be of such character as will enable Secured Party to determine at any time the status thereof; (iii) will furnish the Secured Party such information concerning the Debtor and the Collateral as the Secured Party may from time to time reasonably request; (iv) will permit the Secured Party or its designees to inspect the Collateral; (v) except as consented to in writing by the Secured Party, will not create or permit to exist any lien on or security interest in any item of Collateral to or in favor of anyone other than the Secured Party; (vi) will at all times keep all items of Collateral insured against loss, damage,

theft and other risks, in such amounts, by such companies, under such policies and in such form as may from time to time be reasonably required by the Secured Party; which policies shall contain a so-called lender's loss payable (or comparable) clause, whereby a denial of payment based on policy conditions will not prevent recovery by a lender; and (vii) will reimburse the Secured Party for all expenses, including reasonable attorneys' fees and costs incurred by the Secured Party in seeking to collect or enforce any rights under this Agreement or the Loan Agreement.

5. Remedies. Whenever Debtor shall default under any obligation owing under the Loan Agreement ("Event of Default"), the Secured Party may exercise any rights and remedies available to it under the Loan Agreement, this Agreement, and applicable law. Without limiting the foregoing, upon an Event of Default the Secured Party may, to the fullest extent permitted by applicable law (i) enter upon any premises where any of the Collateral may be located and take possession of and remove such Collateral, (ii) sell any or all of the Collateral, free of all rights and claims of the Debtor therein and thereto, at any public or private sale, and (iii) bid for and purchase any or all of the Collateral at any such sale. The Debtor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Secured Party of any of its rights and remedies upon an Event of Default. Any notification of the intended disposition of any of the Collateral required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Any proceeds of any disposition by the Secured Party of any of the Collateral will be applied by the Secured Party:

First, to the payment of the Secured Party's reasonable out-of-pocket expenses in connection with the Collateral or this Agreement and enforcement of the Secured Party's rights with respect thereto or hereunder, including reasonable attorneys' fees and legal expenses;

Second, toward the payment or satisfaction of the Liabilities in full; and

Third, any surplus to be paid to the Debtor, its successors and assigns, or as a court of competent jurisdiction may direct.

6. Miscellaneous. (a) The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Debtor requests in writing, but failure of the Secured Party to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Secured Party to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

(b) All notices required or permitted pursuant to this Agreement shall be in writing and delivered either personally or by Federal Express or similar overnight delivery service, to the Secured Party at its address set forth at the end of this Agreement and to the Debtor at the address set forth at the end of this Agreement. Notices given in the manner prescribed herein shall be deemed given on

the date received. Either party may change its notice address by notice to the other party in the manner prescribed herein.

(c) No delay on the part of the Secured Party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

(d) No amendment to, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Secured Party, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(e) All obligations of the Debtor and all rights, powers and remedies of the Secured Party expressed herein are in addition to all other rights, powers and remedies possessed by Secured Party.

(f) The Agreement shall in all respects be a continuing agreement and shall remain in full force and effect until final payment in full of all the Liabilities.

(g) This Agreement has been delivered in, and shall be construed in accordance with and governed by, the laws of the State of Illinois, subject, however, to the Uniform Commercial Code of any applicable jurisdiction. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.


(h) This Agreement shall be binding upon, and shall inure to the benefit of, the Secured Party and the Debtor and their respective successors and assigns.

* * * * *

IN WITNESS WHEREOF, this Agreement has been duly signed on the day and year first above written.

DEBTOR:

DIAMOND BEVERAGES, LLC

By: 
Name: Louis Amoroso
Title: One of Its Managers
Address: 1100 Emmons Ct.
Lake Forest, Illinois 60045

SECURED PARTY:

INTERNATIONAL VODKA DISTILLERS (IVD) LTD.


By: 
Name: Martin L. Groll
Title: Director
Address: 3 The Fountain Center
Lansbury Ave.
Imperial Wharf
London SW6 2TW, England

EXHIBIT "A" TO SECURITY AGREEMENT

COLLATERAL

The Collateral consists of: (i) all merchandise, inventory and goods and all additions, substitutions and replacements hereof, wherever located, together with all goods, supplies, incidentals, packaging materials, labels, materials and any other items used or usable in manufacturing, processing, packaging or shipping same, in all stages of production, and all products and proceeds of whatever sort, including specifically all "inventory" as such term is defined in the Uniform Commercial Code, now or hereafter owned by Debtor; (ii) all machinery and equipment, now or hereafter owned by Debtor, including, but not limited to, all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by Debtor and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, spare and replacement parts, related computer software, maintenance and repair supplies and manuals, instructional manuals, warranties, and equipment and accessories installed thereon or affixed thereto; (iii) all accounts receivable, credit card receivables, payment intangibles, contract rights and other customer obligations for the payment of money arising out of the Debtor's sale, lease, or license of any tangible or intangible property or the rendering of services, now existing or hereafter arising; (iv) all trademarks, copyrights, patents listed on Schedule I attached hereto; (v) all contract rights, investment property, rights to payment evidenced by tangible or electronic chattel paper, instruments, and general intangible assets of Debtor now or hereafter existing; and (vi) all proceeds and products of the foregoing.

SCHEDULE I TO FINANCING STATEMENT

TRADEMARKS, COPYRIGHTS, PATENTS

Patent	Description	Country	Status	Filing Date	Application Number
US Patent Application	The present invention relates to a method for filtering an aged distilled spirit to produce an alcoholic beverage. In one embodiment, the spirit is aged for several years in one or more oak lined casks to impart flavoring. Any color imparted during the aging step is subsequently removed via filtering. Diamond filtration can also be employed to improve taste and texture.	USA	Filed: Response to Office Action due June 9, 2009 being handled by Reed Smith LLP	3/25/2005	20060121638 3

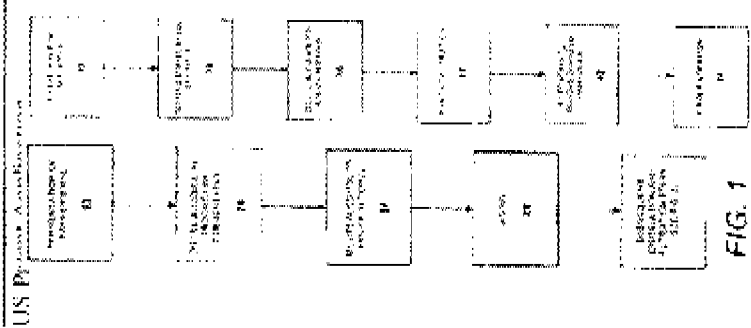


FIG. 1

FIG. 2

<p>Polish Patent Application</p> <p>This invention refers to Refinement of Vodka's with the use of quasi-fluid deposit of diamond particles</p>	<p>Poland</p>	<p>Filed. Examination of the application will proceed in due course now that lawsuit between Polmus-Jozefow and TransBorder has been settled</p>
<p>EU</p> <p>The present invention relates to a method for filtering an aged distilled spirit to produce an alcoholic beverage. In one embodiment, the spirit is aged for several years in one or more oak lined casks to impart flavoring. Any color imparted during the aging step is subsequently removed via filtering. Diamond filtration can also be employed to improve taste and texture</p>	<p>EU</p>	<p>Filed. Await a first examination report from the European Patent Office</p>

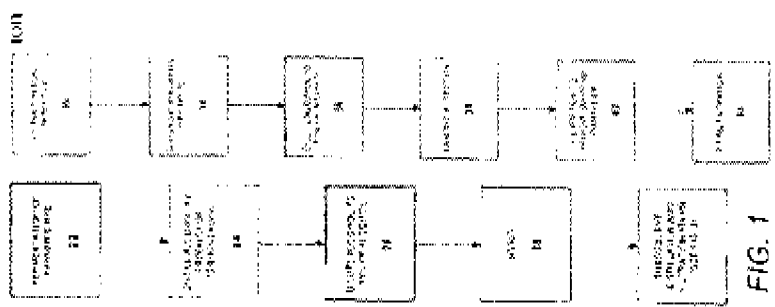








FIG. 1

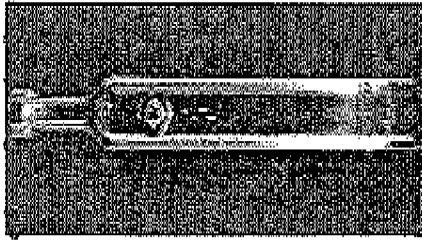
FIG. 2

Diamond filtration process for filtration of aged distilled spirits	USA	Registered	Reg. 10/24/2006	Reg. No. 3,164,227	10/24/2006
Old bell	EU	Registered to Transborder Marketing. Considering assignment to Diamond Beverages.	Reg. 12/21/2006	Reg. No. 4,811,642	12/16/2015
					
					
					
Old bottle design	USA	Abandoned. Deadline to revive 6/27/2009; under consideration for revival and limited use to maintain priority enforcement date of 10/15/2005	App. 10/13/2005	App. No. 78732576	N/A
					
					
					

Diaka	USA	Notice of Allowance issued 1/16/2007. Deadline to file Statement of Use or Fifth Extension Request 7/16/2009; application is to be allowed to lapse and go abandoned	App. 12/21/2005	App. No. 780777.927	N/A
Diaka	EU	Registered; registration is to be allowed to lapse and be cancelled.	Reg. No. 12/28/2015	4.830.154	
The Diamond Martini	USA	Pending. Deadline to respond to the USPTO's rejection of the submitted specimens of use 6/13/2009.	App. 4/4/2007	App. No. 777138.051	N/A
Object D Art		Notice of Allowance issued 5/15/2007. Deadline to file Statement of Use or Fifth Extension Request 11/15/2009.	App. 7/20/2006	App. No. 789333.793	N/A
The Liquid Diamond Mine		Notice of Allowance issued 5/23/2006. Deadline to file Statement of Use or Fifth Extension Request lapsed 5/23/2009. Application will be allowed to go abandoned	App. 6/15/2005	App. No. 789651.041	N/A
Vodka Kissed by Diamonds		Notice of Allowance issued 6/24/2008. Deadline to file Statement of Use or 2nd Extension Request 6/24/2009.	App. 10/9/2007	App. No. 770299.564	N/A
Kissed by Diamonds		Notice of Allowance issued 6/24/2008. Deadline to file Statement of Use or 2nd Extension Request 6/24/2009.	App. 10/9/2007	App. No. 770299.578	N/A
Diamond Standard Vodka for vodka	USA	New application under consideration	N/A	N/A	N/A

USA New application under consideration N/A N/A

New bottle configuration for vodka



Black bottle configuration for vodka	USA	New application under consideration	N/A	N/A	N/A
Necklace for vodka	USA	New application under consideration	N/A	N/A	N/A
Black Diamond for vodka	USA	New application under consideration	N/A	N/A	N/A
Black Diamond for vodka drink	USA	New application under consideration	N/A	N/A	N/A
Diamond Standard Vodka	EU & Other	New application under consideration	N/A	N/A	N/A
Black Diamond for vodka	EU & Other	New application under consideration	N/A	N/A	N/A
Black Diamond for vodka drink	EU & Other	New application under consideration	N/A	N/A	N/A

N/A

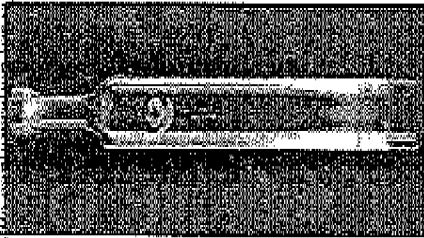
N/A

N/A

New application under consideration

EU &
Other

New brand for vodka



Necklace for vodka

EU & New application under consideration

N/A

N/A

Copyright

Description

Country

Status and Priority Dates

Application/Regi-
stration Date

Applica-
tion/Regi-
stration
Number

newest Bottle Design

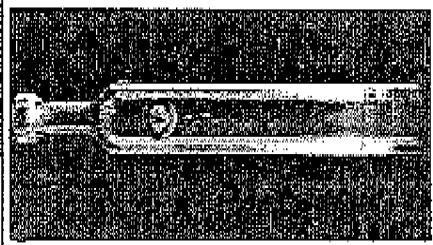
N/A

N/A

Creation date: 9/08
Publication date: 6/09.
Copyright registration filing under review.

USA

USA



New bk

Black bottle	proposed Bottle Design	USA	final version to be determined	N/A	N/A
Necklace	ornament around Bottle neck	USA	final version to be determined	N/A	N/A
Old Bottle Design	initial Bottle design	USA	Creation date: 10/4/06 Publication date: 9/25/07. Copyright registration filing under review.	N/A	N/A

P:\CG\Diamond Beverage\VD Security Agent Label June 19, 2009