

**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
Gold Standard Enterprises, Inc.		10/19/2010	CORPORATION: ILLINOIS
Drew Developments LLC		10/19/2010	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

Name:	US Bank National Association, as Administrative Agent
Street Address:	209 S. LaSalle Street
Internal Address:	Suite 410
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2702387	BINNY'S
Registration Number:	2350261	BINNY'S BEVERAGE DEPOT
Registration Number:	0879227	JACQUES ARNOUL
Serial Number:	85005964	MARCA BINNY'S
Serial Number:	85008549	MARCA MB BINNY'S 1949
Registration Number:	1633524	SAM'S
Registration Number:	1679761	SAM'S
Registration Number:	0898893	ZIMEROV

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 609-7838

**900174365**

**TRADEMARK  
 REEL: 004299 FRAME: 0459**

**CH \$215.00 2702387**

Email: podonoghue@vedderprice.com  
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.  
Address Line 1: 222 North LaSalle Street  
Address Line 2: Suite 2500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	42488.00.0003-D. MANGAN
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	10/19/2010

**Total Attachments: 6**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19th day of October, 2010 by Gold Standard Enterprises, Inc., an Illinois corporation ("Gold Standard"), Drew Developments LLC, an Illinois limited liability company ("Drew Developments"; together with Gold Standard, individually each a "Grantor" and collectively referred to herein as the "Grantors") in favor of US Bank National Association, as the Administrative Agent for all the Lenders party to the Loan Agreement (as hereinafter defined) ("Administrative Agent"):

### W I T N E S S E T H:

WHEREAS, Grantors and/or its affiliates have entered into a certain Second Amended and Restated Loan Agreement dated as of even date hereof (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Second Amended and Restated Security Agreement dated as of even date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Loan Agreement and the Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Liabilities, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

**(Signature Page Follows)**

*(Signature Page to Patent and Trademark Security Agreement)*

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**GRANTORS:**

**GOLD STANDARD ENTERPRISES,  
INC.**, an Illinois corporation

By: M-B  
Michael Binstein  
CEO

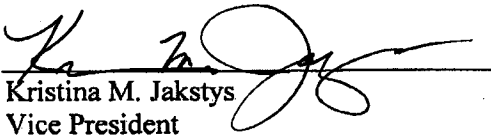
**DREW DEVELOPMENTS LLC**, an  
Illinois limited liability company

By: M-B  
Michael Binstein  
Manager

***(Signature Page to Patent and Trademark Security Agreement)***

Acknowledged:

**US BANK NATIONAL ASSOCIATION,  
as Administrative Agent**

By:   
Kristina M. Jakstys  
Vice President

**SCHEDULE 1**  
**TO PATENT AND TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>TRADEMARK NAME</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>COUNTRY</b>	<b>CO. NAME HELD IN</b>	<b>ISSUE DATE</b>
Binny's	2702387	USA	Gold Standard Enterprises, Inc.	4/1/2003
Binny's Beverage Depot	2350261	USA	Gold Standard Enterprises, Inc.	5/16/2000
Jacques Arnoul	0879227	USA	Gold Standard Enterprises, Inc.	10/21/1969
Marca Binny's	85005964	USA	Gold Standard Enterprises, Inc.	8/31/2010 (Published for Opposition)
Marca Binny's MB 1949	85008549	USA	Gold Standard Enterprises, Inc.	8/31/2010 (Published for Opposition)
Sam's (Grape Design)	1633524	USA	Gold Standard Enterprises, Inc.	1/29/1991 (Acquired in Sam's transaction – not in use)
Sam's	1679761	USA	Gold Standard Enterprises, Inc.	3/17/1992 (Acquired in Sam's transaction – not in use)
Zimerov	0898893	USA	Gold Standard Enterprises, Inc.	9/15/1970

**SCHEDULE 2**  
**TO PATENT AND TRADEMARK SECURITY AGREEMENT**

**PATENTS**

**NONE**

**TRADEMARK**