

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
La Aurora, S.A.		05/19/2011	sociedad anonima - Dominican Republic: DOMINICAN REP

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	399 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10043
Entity Type:	National Association: DISTRICT OF COLUMBIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3645561	AURORA 1495 SERIES NO. 4
Registration Number:	3355154	AURORA PREFERIDOS 1903 EDITION
Registration Number:	3959056	GUILLERMO LEON BY LA AURORA
Serial Number:	85129157	IMPERIALES BY LEON JIMENES
Registration Number:	1372922	LA AURORA
Registration Number:	1410833	LA AURORA
Registration Number:	3929924	LA AURORA 107
Serial Number:	85306264	LA AURORA 1903 EDITION
Serial Number:	77877773	LA AURORA SOBERANO
Registration Number:	1939783	LEON JIMENES
Serial Number:	85192998	BROADWAY SERIES BY LA AURORA
Serial Number:	77843519	

CORRESPONDENCE DATA

900192807

**TRADEMARK
 REEL: 004548 FRAME: 0277**

CH \$315.00 3645561

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ATTORNEY DOCKET NUMBER:	67270.21
NAME OF SUBMITTER:	Jason Hartsough, Esq.
Signature:	/Jason Hartsough/
Date:	05/25/2011

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2011, made by **LA AURORA, S.A.**, a sociedad anónima organized and existing under the laws of the Dominican Republic (the "Borrower"), in favor of **CITIBANK, N.A.**, acting through its international banking facility (the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrower and the Lender entered into a Credit Agreement as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Lender to make the extensions of credit to the Borrower under the Credit Agreement that the Borrower shall have executed and delivered this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and make the extensions of credit to the Borrower thereunder, the Borrower hereby agrees with the Lender as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Obligations" means, collectively, the unpaid principal of and interest on the Advances and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Advances and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to such Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees or indemnities or reasonable out-of-pocket costs or expenses (including, without limitation, all reasonable fees and disbursements of counsel to the Lender that are required to be paid by such Borrower pursuant to the terms of any of the foregoing agreements).

"Proceeds" means all "proceeds" as such term is defined in Article 9 of the UCC.

"Trademarks" means all of the following in which the Borrower has or acquires any right, title or interest and wherever located: (i) all trademarks and trademark applications set forth on Schedule 1 hereto, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations,

recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state or territory thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), together with all the rights, benefits and privileges derived therefrom and the goodwill of the business relating thereto or symbolized thereby, (ii) all renewals thereof and (iii) all Proceeds of the foregoing.

“UCC” means the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

“USPTO” means the United States Patent and Trademark Office.

2. Grant of Security Interest

Borrower hereby pledges, mortgages, hypothecates, sets over and conveys a security interest to the Lender and does hereby grant to the Lender a continuing security interest in all Trademarks as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations.

3. Representations And Warranties. In order to induce the Lender to enter into the Credit Agreement, the Borrower hereby represents and warrants that:

(a) the Borrower is the sole owner of the entire right, title, and interest in and to all Trademarks listed on Schedule 1, and all registrations and applications for such trademarks are standing in the name of the Borrower;

(b) the Borrower owns or has the valid right to use all Trademarks, free and clear of all Liens, except for Permitted Liens;

(c) upon the filing of appropriate financing statements in the relevant jurisdiction for the Borrower and the recordation with the USPTO of the security interests granted hereunder in the registered Trademarks and Trademark applications set forth on Schedule 1, the security interest granted hereunder in such Trademarks will constitute a valid and perfected first priority Lien;

(d) each of the Trademarks owned by the Borrower is valid and enforceable and the Borrower has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each registration and application of such Trademarks in full force and effect;

(e) no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity or enforceability of, or the Borrower’s right to register, or the Borrower’s rights to own or use, any Trademark and no such action or proceeding is pending or, to the best of the Borrower’s knowledge, threatened;

(f) the Borrower has been using statutory notice of registration in connection with its use of registered Trademarks;

(g) the Borrower has taken all actions necessary to insure that all licensees of Trademarks owned by the Borrower use consistent standards of quality as directed by the Borrower in connection with its licensed products and services;

(h) the conduct of the Borrower's business, and the use of any Trademark by the Borrower, does not infringe upon, dilute, misappropriate, or otherwise violate any intellectual property owned or controlled by a third party, and no such claim (including any invitation to license) has been made that remains outstanding, to such effect;

(i) no third party is, to the best of the Borrower's knowledge, infringing, diluting, misappropriating, or otherwise violating any Trademark owned or used by the Borrower, and no such claim (including any invitation to license) has been made that remains outstanding, to such effect; and

(j) no third party is, to the best of the Borrower's knowledge, infringing, diluting, misappropriating, or otherwise violating any Trademark owned or used by the Borrower, and no such claim (including any invitation to license) has been made that remains outstanding, to such effect.

4. Covenants and Agreements. The Borrower hereby covenants and agrees that, so long as any Advance shall remain unpaid or the Lender shall have any commitment under the Credit Agreement, the Borrower will:

(a) not do any act or omit to do any act whereby any of the Trademarks owned or used by the Borrower may lapse, or become abandoned, dedicated to the public, or unenforceable, or the Security Interest therein would be adversely affected,

(b) maintain the level of the quality of products sold and services rendered under any Trademarks at a level, consistent with reasonable business judgment, at least substantially consistent with the quality of such products and services as of the date hereof;

(c) promptly notify the Lender if it knows or has reason to know that any Trademark may become (i) abandoned or dedicated to the public or placed in the public domain, (ii) invalid or unenforceable, or (iii) subject to any adverse determination or development (including the institution of proceedings) in any action or proceeding in the USPTO or any court;

(d) take all reasonable steps in the USPTO to pursue any application and maintain any registration of Trademarks owned by the Borrower including, but not limited to, those items on Schedule 1 (as such schedule may be amended or supplemented from time to time);

(e) report to the Lender (i) the filing of any application to register a Trademark with the USPTO no later than thirty (30) days after such filing occurs and simultaneously deliver to the Lender a supplemental Trademark Security Agreement in form and substance reasonably satisfactory to the Lender, together with all schedules thereto. In addition, the Borrower hereby

authorizes the Lender to modify this Agreement by amending Schedule 1 to reflect such application; or

(f) use statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and legends or markings applicable to other Intellectual Property.

5. Further Assurances. The Borrower agrees that from time to time, at the expense of the Borrower, it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Lender may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Trademarks.

6. Remedies after Event of Default

(a) If any Event of Default shall have occurred and be continuing, the Lender may exercise in respect of the Trademarks, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Lender on default under the UCC (whether or not the UCC applies to the Trademarks) to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

(i) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Trademarks or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Lender may deem commercially reasonable; and

(ii) bring suit or otherwise commence any action or proceeding in the name of the Borrower, the Lender or otherwise to enforce any Trademark.

(b) Deficiency. The Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Trademarks are insufficient to pay the Obligations.

7. Miscellaneous

(a) Amendments in Writing. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Notices. All notices, requests and demands to or upon the Lender or the Borrower hereunder shall be effected in the manner provided for in Section 7.02 of the Credit Agreement.

(c) No Waiver by Course of Conduct; Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

(d) Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Borrower and shall inure to the benefit of the Lender and its successors and assigns; provided that the Borrower may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Lender.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

(f) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(g) Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

(h) GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(i) WAIVER OF JURY TRIAL. **THE BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

LA AURORA, S.A.

By: 

Guillermo León Herbert, President

Schedule 1.

Owner	Trademark	Country	App. No.	Reg. No.	Reg. Date	Classes	Status
United States of America							
La Aurora, S.A.	AURORA 1495 SERIES NO. 4& DESIGN	United States of America	77/374,102	3,645,561	30 Jun 2009		Registered
La Aurora, S.A.	AURORA PREFERIDOS 1903 EDITION 3D DESIGN	United States of America	77/109,010	3,355,154	18 Dec 2007		Registered
La Aurora, S.A.	AURORA PREFERIDOS 3D CYLINDER	United States of America	77843519			34	Pending
La Aurora, S.A.	GUILLERMO LEON BY LA AURORA	United States of America	77923787	3959056	10 may 2011	34	Registered

**IMPERIALES BY
LEON JIMENES**

La Aurora, S.A.		United States of America	85129157			34	Pending
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IMPERIALES BY LEON JIMENES

LA AURORA

La Aurora, S.A.		United States of America	73/480,620	1372922	26 Nov 1985	34	Registered
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**LA AURORA &
DESIGN**

La Aurora, S.A.		United States of America	73/485,095	1410833	23 Sep 1986		Registered
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LA AURORA 107

La Aurora, S.A.		United States of America	77923766	3929924	8 Mar 2011	34	Registered
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LA AURORA 107

**LA AURORA 1903
EDITION**

La Aurora, S.A.		United States of America	85306264			34	Pending
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LA AURORA 1903 EDITION

**LA AURORA
SOBERANO**

La Aurora, S.A.		United States of America	77877773			34	Pending
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La Aurora, S.A. **LEON JIMENES** United States of America 74/608708 1939783 5 Dec 1995 Registered

La Aurora, S.A. **BROADWAY SERIES BY LA AURORA** United States of America 85192998 34 Pending