

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest/Termination of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ABN Amro Bank, N.V., London Branch		10/06/2011	Bank: NETHERLANDS

**RECEIVING PARTY DATA**

<b>Name:</b>	Distillerie Stock U.S.A., Ltd.
<b>Street Address:</b>	58-58 Laurel Hill Boulevard
<b>City:</b>	Woodside
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11377
<b>Entity Type:</b>	Privately Held Co.: NEW YORK

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	1111905	AMARETTO DELL'ORSO
Registration Number:	1272086	BORA
Registration Number:	1193813	
Registration Number:	2919589	BRUNETTO
Serial Number:	78545052	GALACAFFE
Registration Number:	3151339	GRAN DERBY
Registration Number:	1236635	GRANGALA
Registration Number:	2621101	IMPORTED KEGLEVICH ORIGINAL CLASSIC VODKA
Registration Number:	1867761	ITALY'S GIFT TO THE WORLD
Registration Number:	1087806	JULIA
Registration Number:	892977	KEGLEVICH
Serial Number:	77059817	LIMONRITA
Registration Number:	1032481	MOREL
Registration Number:	2595235	ORANGE YOU JUST A LITTLE CURIOUS?

**TRADEMARK**

**900204111**

**REEL: 004638 FRAME: 0277**

**CH \$540.00 1111905**

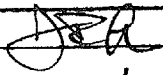
Registration Number:	970324	ROIANO
Registration Number:	2630029	STOCK
Registration Number:	1455669	STOCK MAKES IT PERFECTLY CLEAR
Registration Number:	701094	STOCK
Registration Number:	692918	STOCK
Serial Number:	77098251	STOCKTAIL
Registration Number:	3334798	WORLD'S MOST SENSUOUS ORANGE LIQUEUR

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	936874
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/07/2011

**Total Attachments: 8**  
source=10-7-11 ABN Amro Bank-Distillerie 1TM#page1.tif  
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<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<b>1. Name of conveying party(ies):</b>  ABN Amro Bank N.V., London Branch  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>BANK</u> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>Distillerie Stock U.S.A. Ltd.</u> Internal Address: _____ Street Address: <u>58-58 Laurel Hill Boulevard</u> City: <u>Woodside</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>11377</u> <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input type="checkbox"/> Corporation      Citizenship _____ <input checked="" type="checkbox"/> Other <u>Privately Held Co.</u> Citizenship <u>New York</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance / Execution Date(s) :</b> Execution Date(s) <u>October 6, 2011</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of security interest/Termination of Trademark Security Agreement</u>	<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1111905 (23 Jan 1979)</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>   	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Corporation Service Company</u> Internal Address: _____ Street Address: <u>1180 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u> Phone Number: <u>212-299-5600</u> Fax Number: <u>212-299-5656</u> Email Address: _____	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">21</span>  <b>7. Total fee (37 CFR 2.8(b)(6) &amp; 3.41)</b> <u>\$ 540</u> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
<b>8. Payment information:</b> Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b>  _____ Signature <u>Jonathan Larson</u> Name of Person Signing	Date <u>10/7/11</u> Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">8</span>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REGISTRATION NO./SERIAL NO.</b>	<b>CLASS(ES)</b>
AMARETTO DELL 'ORSO (STYLIZED)	United States of America	1111905 (23-Jan-1979)	33
BORA <sup>1</sup>	United States of America	1272086 (27-Mar-1984)	33
BOTTLE DESIGN (OVAL)	United States of America	1193813 (13-Apr-1982)	33
BRUNETTO	United States of America	2919589 (18-Jan-2005)	33
GALACAFFE	United States of America	78/545052 (10-Jan-2005)	33
GRAN DERBY	United States of America	3151339 (03-Oct-2006)	33
GRANGALA	United States of America	1236635 (03-May-1983)	33
IMPORTED KEGLEVICH ORIGINAL CLASSIC VODKA LABEL	United States of America	2621101 (17-Sep-2002)	33
ITALY'S GIFT TO THE WORLD	United States of America	1867761 (13-Dec-1994)	33
JULIA	United States of America	1087806 (21-Mar-1978)	33
KEGLEVICH	United States of America	892977 (16-Jun-1970)	33
LIMONRITA	United States of America	77/059817 (8-Dec-2006)	33
MOREL	United States of America	1032481 (03-Feb-1976)	33
ORANGE YOU JUST A LITTLE CURIOUS?	United States of America	2595235 (16-Jul-2002)	33
ROIANO	United States	970324 (09-Oct-1973)	33

<sup>1</sup> Subject to the note set forth in the Trademark Security Agreement.

MARK	COUNTRY	REGISTRATION NO./SERIAL NO.	CLASS(ES)
	of America		
STOCK	United States of America	2630029 (08-Oct-2002)	33
STOCK MAKES IT PERFECTLY CLEAR	United States of America	1455669 (01-Sep-1987)	33
STOCK STYLIZED	United States of America	701094 (12-Jul-1960)	33
STOCK STYLIZED	United States of America	692918 (09-Feb-1960)	33
STOCKTAIL	United States of America	77098251 (2-Feb-07)	33
WORLD'S MOST SENSUOUS ORANGE LIQUEUR	United States of America	3334798 (13-Nov-2007)	33

EXECUTION VERSION

RELEASE OF SECURITY

DATED 6 October, 2011

BETWEEN

STOCK SPIRITS GROUP USA INC.

AND

THE ROYAL BANK OF SCOTLAND N.V.  
as Security Agent

ALLEN & OVERY

Allen & Overy LLP

0017928-0003439 NY:12431268.1

TRADEMARK  
REEL: 004638 FRAME: 0282

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THIS RELEASE OF SECURITY is dated 6 October, 2011

**BETWEEN:**

- (1) **STOCK SPIRITS GROUP USA INC.** (f/k/a Distillerie Stock U.S.A., Ltd., successor by merger to Heritage Brands Inc.), a company incorporated in the State of New York (the **Released Party**); and
- (2) **THE ROYAL BANK OF SCOTLAND N.V.** (formerly ABN AMRO Bank N.V., London Branch), as security agent for the Finance Parties (as defined in the Facilities Agreement defined below) (the **Security Agent**).

**BACKGROUND:**

- (A) Reference is made to that certain Facilities Agreement, dated as of July 27, 2007, among, *inter alios*, the Security Agent (as Agent and Original Issuing Bank), the financial institutions listed in Part II of Schedule I thereto (as Original Lenders), Stock Spirits Group Limited (formerly known as Cherry Holdings (UK) Limited) (as the Parent and an Original Guarantor), and the Released Party (as an Additional Guarantor), as amended by amendment letters dated September 11, 2007, November 22, 2007, December 19, 2007, February 1, 2008 and February 25, 2008 (the **Facilities Agreement**).
- (B) Pursuant to the Trademark Security Agreement, dated as of February 6, 2008 (the **Trademark Security Agreement**), recorded with the United States Patent and Trademark office on February 13, 2008 at Reel 003718, Frame 0046, the Released Party pledged certain intellectual property collateral to the Security Agent to secure the obligations under the Facilities Agreement.
- (C) On December 30, 2009, (i) Heritage Brands Inc. merged into Distillerie Stock U.S.A., Ltd. (the **Merger**) with Distillerie Stock U.S.A., Ltd. as the surviving corporation and (ii) Distillerie Stock U.S.A., Ltd. changed its name to Stock Spirits Group USA Inc.
- (D) In connection with the repayment in full of all Secured Liabilities (the **Repayment**) on or before the Transfer Time (as defined in the Deed of Release, dated as of 6 October 2011, among, *inter alios*, the Parent, the Released Party and the Security Agent) the parties wish to terminate the Trademark Security Agreement.

**NOW, THEREFORE**, the parties agree as follows.

**1. INTERPRETATION**

**1.1 Construction**

Unless given a different meaning herein, terms defined in the Trademark Security Agreement, dated as of February 6, 2008 between the Released Party and the Security Agent, (including by reference to the Facilities Agreement) shall have the same meanings when used herein.

**2. RELEASE**

With effect on the Transfer Time, the Security Agent hereby, on behalf of itself and the Secured Parties, (a) agrees that the Trademark Security Agreement is terminated and of no further force and effect, except its provisions that expressly survive repayment of the obligations secured thereby, and (b) irrevocably and unconditionally releases (i) the Released Party from all of its obligations and liabilities under the Trademark Security Agreement and (ii) the Collateral from the Security Agent's Lien.



3. **FURTHER ASSURANCE**

- (a) The Security Agent will, at the reasonable request and cost of the Released Party, take any action which may be reasonably necessary to give effect to Clause 2 (Release) of this Release of Security. The Security Agent hereby agrees that, at the expense of the Released Party, it will (i) execute and deliver to the Released Party all instruments of release and discharge pertaining to the security interests and liens described above of the Security Agent in any of the property, real or personal, as the Released Party may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens and (ii) deliver herewith any and all certificates, instruments or other tangible Collateral (together with any and all stock powers or other instruments of transfer executed in blank that have been delivered therewith). In addition, the Security Agent hereby authorizes the Released Party and their designees and/or agents, to file all Uniform Commercial Code termination statements as are necessary to effectuate, or reflect of public record, the release and discharge of such security interests and liens, without the signature of the Security Agent or any Secured Party, to the extent permitted by law. The Security Agent will, at the expense of the Released Party, execute and deliver such other termination statements, re-assignments or documents as the Released Party may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens.
- (b) The Released Party further acknowledges and agrees that if, at any time for any reason (including the insolvency, bankruptcy, dissolution, liquidation, or reorganization of the Released Party or any Obligor or the appointment of any intervenor or conservator of, or agent or similar official for, the Released Party or any Obligor or any of their respective properties), the Repayment (or any portion of the Repayment) is rescinded or must otherwise be restored or returned by the Agent or any Finance Party, the amount rescinded, restored or returned will continue to be due and owing under the Facilities Agreement, the Trademark Security Agreement will continue to be effective or will be reinstated, if necessary, as if that payment had not been made.

4. **EXPENSES**

The Released Party must promptly pay the amount of all reasonable costs and expenses (including legal fees and other out-of-pocket expenses and any value added tax or other similar tax thereon) reasonably incurred in respect of, or in connection with, the negotiation, preparation and execution of, this Release of Security and any related documentation by the Security Agent.

5. **COUNTERPARTS**

This Release of Security may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Release of Security.

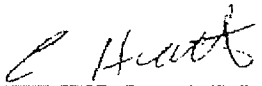
6. **GOVERNING LAW**

The release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely within such State.

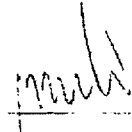
**THIS RELEASE OF SECURITY** has been executed and delivered on the date written above.

SIGNATORIES

STOCK SPIRITS GROUP USA INC.

  
Name: Chris Heath  
Title: Officer

THE ROYAL BANK OF SCOTLAND, N.V.  
the Security Agent

  
Name: Nicola Viti  
Title: Head of Loan Markets & UK Syndication

*Signature page to the Release of Security*