

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
REPUBLIC NATIONAL DISTRIBUTING COMPANY, LLC		11/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3048766	GRAND VIN
Registration Number:	3474876	REPUBLIC NATIONAL DISTRIBUTING COMPANY
Registration Number:	3474879	REPUBLIC NATIONAL DISTRIBUTING COMPANY
Serial Number:	85353754	GRAND VIN
Registration Number:	3474872	REPUBLIC NATIONAL DISTRIBUTING COMPANY
Registration Number:	3474873	REPUBLIC NATIONAL DISTRIBUTING COMPANY
Serial Number:	85305819	RNDC
Serial Number:	85305731	RNDC-USA

CORRESPONDENCE DATA

Fax Number: (404)815-2424
 Phone: 404-815-2231
 Email: carolfraser@paulhastings.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

900207536

**TRADEMARK
 REEL: 004663 FRAME: 0194**

CH \$215.00 3048766

via US Mail.

Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul Hastings LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	11/18/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 18th day of November, 2011, among the Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (as successor-by-merger to Wachovia Bank, National Association), in its capacity as Agent for the Lending Parties and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), among Republic National Distributing Company, LLC (the "Company"), the Subsidiaries of the Company party thereto as borrowers (collectively referred to as the "Subsidiary Borrowers"; the Company and the Subsidiary Borrowers are collectively referred to as the "Borrowers" and each individually referred to as a "Borrower"), the financial institutions party thereto from time to time as lenders (each, a "Lender" and collectively, the "Lenders"), and Agent, the Lending Parties are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Agent, for the benefit of Lending Parties and the Bank Product Providers, that certain Security Agreement dated as of May 1, 2007, as amended by that certain First Amendment to Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lending Parties and the Bank Product Providers, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Agent, for the benefit of the Lending Parties and the Bank Product Providers, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all modifications and renewals of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding commenced by or against Grantor under any provision of the Bankruptcy Code or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties and the Bank Product Providers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The

words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any obligations arising under Bank Product Agreements that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER CREDIT DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER CREDIT DOCUMENT IN RESPECT OF SUCH OTHER CREDIT DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature pages to follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**REPUBLIC NATIONAL DISTRIBUTING
COMPANY, LLC**, a Delaware limited
liability company

By: 
Name:
Title:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION


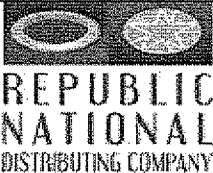


By: John William Lee, Jr.
Name: John William Lee, Jr.
Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004663 FRAME: 0200

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner of TM	Name	Registration ® or Serial/ Application Number
Republic National Distributing Company, LLC		Registration No. 3,048,766
Republic National Distributing Company, LLC		Registration No. 3,474,876
Republic National Distributing Company, LLC		Registration No. 3,474,879
Republic National Distributing Company, LLC		Serial No. 85/353,754
Republic National Distributing Company, LLC	REPUBLIC NATIONAL DISTRIBUTING COMPANY	Registration No. 3,474,872
Republic National Distributing Company, LLC	REPUBLIC NATIONAL DISTRIBUTING COMPANY	Registration No. 3,474,873
Republic National Distributing Company, LLC	RNDC	Serial No. 85/305,819
Republic National Distributing Company, LLC	RNDC-USA	Serial No. 85/305,731

Common Law Trademarks

None.

Trademark Intellectual Property Licenses

Commercially available software licenses including, but not limited to the following: Oracle Financials, Oracle Database Software, Inventiv Software, Microsoft Windows, Sequel Data Access & Analysis (Advanced Systems Concepts, Inc.), Trusted Link iseries (Inovis USA), Biz Manager 400 (Inovis USA), esxRanerPro 1 CPU Additive (Vizioncore), help desk software, Blackberry Client Access Licenses, Base ASW Software and Releases, payroll, human resources, time & attendance, and training software, MiMiX software, certain MicroStrategy software, and an eSkye Solutions, Inc. database license.