

## 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
OSEZ VOUS? INTERNATIONAL SPIRITS, LLC		11/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FOX CHASE BANK		
Street Address:	4390 Davisville Road		
City:	Hatboro		
State/Country:	PENNSYLVANIA		
Postal Code:	19040		
Entity Type:	Federally Chartered Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3299831	ST. GERMAIN	
CORRESPONDENCE DATA			
Fax Number:	(215)789-6673		
Phone:	215-864-6857		
Email:	albrights@whiteandwilliams.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Samuel C. Albright		
Address Line 1:	1650 Market Street		
Address Line 2:	One Liberty Place, Suite 1800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Samuel C. Albright		
Signature:	/salbright/		
Date:	02/06/2012		

OP \$40.00 3299831



**PATENTS, TRADEMARKS, COPYRIGHTS AND  
LICENSES SECURITY AGREEMENT**

**THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT** (this “**Agreement**”) is made effective as of November 9, 2011 by and among **COOPER SPIRITS INTERNATIONAL, LLC (“Cooper”), OSEZ VOUS? INTERNATIONAL SPIRITS, LLC (“Osez”)** (Osez and Cooper are each an “**Assignor,**” and collectively, “**Assignors**”) and **FOX CHASE BANK (“Assignee”)**.

**BACKGROUND**

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and between Assignee and Cooper (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Assignee agreed to extend certain credit facilities to Assignor subject to the terms and conditions thereof.

B. The Loan Agreement provides, *inter alia*, that Assignors will each grant to Assignee a security interest in substantially all of each Assignor’s personal property assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

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

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All Obligations (as defined in the Loan Agreement) of either Assignor to Assignee, whether now or hereafter owing or existing, are sometimes hereinafter referred to collectively as the “**Obligations**”.

2. **Security Interests.**

2.1 **Security Interest (Patents, Copyrights and Licenses).** To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby grants to Assignee liens and security interests in, as and by way of a security interest having priority over all other security interests (other than Liens permitted under the Loan Agreement), with power of sale, to the extent permitted by law, all of such Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.2**, below, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations,

renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in **clauses (i)-(iv)**), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by either Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit C** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iii) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”); and

(c) license agreements with any other party, whether either Assignor is licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit D** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by either Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “**Licenses**”).

2.2 **Security Interest (Trademarks)**. To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby grants to Assignee security interests in, as and by way of a security interest having priority over all other security interests (other than Liens permitted under the Loan Documents), with power of sale, to the extent permitted by law, all of such Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.1**, above, the “**Collateral**”):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit B**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all

income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in **clauses (i)-(iv)**, are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”).

3. **Restrictions on Future Agreements.** Each Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, such Assignor will not, without Assignee’s prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with such Assignor’s obligations under this Agreement or the Loan Agreement and each Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, and Licenses.** Each Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits A, B, C and D**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by either Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, either Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and such Assignor shall give to Assignee prompt written notice thereof. Each Assignor hereby authorizes Assignee to modify this Agreement by amending **Exhibit A, B, C and/or D**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Each Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee’s lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Each Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide, to the extent applicable, and without any liability for royalties or other related charges from Assignee to such Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Assignee’s Right to Inspect.** Assignee shall have the rights provided in **Section 11.7** of the Loan Agreement, from time to time, to inspect either Assignor’s premises and to examine either Assignor’s books, records and operations, including, without limitation, such

Assignor's quality control processes. Each Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right during the continuation of an Event of Default to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Assignor under the Trademarks. Each Assignor agrees (i) except as otherwise permitted under the Loan Agreement, not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to materially change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of such Assignor certifying such Assignor's compliance with the foregoing.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to each Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in each Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignors.** Each Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Notwithstanding the foregoing, neither Assignor shall have a duty to apply for a Patent, Trademark, Copyright or License if such Assignor reasonably determines that it is in its best interest to refrain from doing so. Any expenses incurred in connection with such applications shall be borne by such Assignor, except as otherwise permitted under the Loan Agreement. Except as otherwise permitted under the Loan Agreement, neither Assignor shall abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence and during the continuation of an Event of Default, as defined in the Loan Agreement, and after ten (10) days prior written notice of the default to Assignor during which notice period Assignor shall have the right to cure the default for which the notice was given, Assignee may, without further notice to or consent of Assignors, immediately record all assignments previously executed and delivered to Assignee by Assignors and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignors of all rights, title and interest of such Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Upon the occurrence and during the continuance of an Event of Default, each Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted

in **Section 14** hereof, irrevocably execute and deliver in such Assignor's name any and all such assignments and agreements and to take any and all other actions in such Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**; provided however, that Assignors shall not be obligated to so indemnify Assignee to the extent that such costs and expenses result from Assignee's gross negligence, willful misconduct or bad faith.

11. **Waivers.** No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with power during the continuation of an Event of Default to (i) endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) assign, pledge, convey or otherwise

transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits**. This Agreement shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Joint and Several Liability**. All obligations of Assignors hereunder are joint and several, and all agreements, conditions, covenants and provisions hereof shall be the joint and several obligation of each Assignor.

17. **Governing Law**. This Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such Commonwealth, without regard to its rules and principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement the day and year first above written.

**COOPER SPIRITS INTERNATIONAL  
LLC**

By: \_\_\_\_\_  
Name/Title: Rosmary S. Casem, CEO

**OSEZ VOUS? INTERNATIONAL  
SPIRITS, LLC**

By: \_\_\_\_\_  
Name/Title: Rosmary S. Casem, CEO

**FOX CHASE BANK**

By: \_\_\_\_\_  
Paul Pyfer, Senior Vice President

[Signature Page to Patents, Trademarks, Copyrights and Licenses Security Agreement]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement the day and year first above written.

**COOPER SPIRITS INTERNATIONAL,  
LLC**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**OSEZ VOUS? INTERNATIONAL  
SPIRITS, LLC**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**FOX CHASE BANK**

By:  \_\_\_\_\_  
Paul Pyfer, Senior Vice President

[Signature Page to Patents, Trademarks, Copyrights and Licenses Security Agreement]

**TRADEMARK**

**REEL: 004711 FRAME: 0176**

**EXHIBIT A**

**Patents**

None.

[Exhibit A to Patents, Trademarks, Copyrights and Licenses Security Agreement]

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**TRADEMARK**  
**REEL: 004711 FRAME: 0177**

**EXHIBIT B**

**Trademarks**

**MARK**

**REG. NO.**

**REG. DT.**

**EXP. DT.**

See attached.

UNITED STATES TRADEMARK PROPERTIES - OSEZ VOUS (Revised 9/13/11)

Mark	S.N.	Filed	Goods	Status
AMERICAN UNION	77/349909	12/12/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 2/3/09 SOU due 2/3/12  No further extensions available Final deadline to use 2/3/12
ANNYX	77/225918	7/10/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 2/5/08 3 <sup>rd</sup> EOT or SOU due 8/5/09 ABANDONED
BAUHAUS	77/357697	12/21/2007	alcoholic beverages, namely, distilled spirits, pre-mixed beverage containing distilled spirits	NOA 7/15/08 5 <sup>th</sup> (and final) EOT filed Final deadline to use is 7/15/11 ABANDONED - NEW APP. REFILED
BAUHAUS	85/396661	8/16/2011	Alcoholic beverages, except beers	Not Yet Assigned to an Examiner
BENSONHURST	77/370922	1/14/2008	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 1/20/09 SOU due 1/20/12  No further extensions available Final deadline to use 1/20/12

Mark	S.N.	Filed	Goods	Status
BEDFORD STUYVESANT	77/879489	11/24/2009	alcoholic beverages, except beers	NOA 5/25/10 3 <sup>rd</sup> EOT or SOU 11/25/11
BLUE UNION	77/357720	12/21/2007	alcoholic beverages, namely, distilled spirits, pre-mixed beverage containing distilled spirits	NOA 2/10/09 SOU or 2 <sup>nd</sup> EOT 2/10/10 ABANDONED
BIJOU	78/562418	2/8/2005	liqueurs	NOA 3/20/07 5 <sup>th</sup> EOT or SOU due 9/20/09 ABANDONED
BOMBERGERS	77514594	7/3/2008		OA 10/16/08; Response due 4/16/09 Response filed 4/16/09  FINAL OA 5/11/09 Req. for Recon and Appeal due 11/11/09 ABANDONED
BOTTLE DESIGN (St. Germain)	77/022603	10/17/2006	liqueurs	ABANDONED
BOOTSHARE	77/348016	12/10/2007	liqueurs	NOA 7/29/08 3 <sup>rd</sup> EOT or SOU due 1/29/10 ABANDONED
BOUNCE	85/158079	10/21/2010	beer	In suspension pending disposition of trademark application for BOUNCE ENERGY DRINK filed on 5/9/2008

Mark	S.N.	Filed	Goods	Status
BOUNCE	85/157971	10/21/2010	alcoholic beverages except beers	In suspension pending disposition of trademark application for BOUNCE ENERGY DRINK filed on 5/9/2008
THE BUSH WICK	77/865971	11/5/2009	alcoholic beverages, except beers	Published 3/30/10 EOT to Oppose filed; expires 7/28/10 Opposition filed by Bushmill Distillery  No action was taken, application is denied.
CALLOWHILL	78/958714	8/23/2006	distilled spirits, liqueurs	NOA 4/17/07 5 <sup>th</sup> EOT or SOU due 10/17/09 ABANDONED
CALIFORNICA	85/352881	6/22/2011	distilled spirits, liqueurs, prepared alcoholic cocktails	Approved for publication on 9/7/11
CASINO	78/726850  Reg. No. 3738212	10/5/2005  Reg. Date 1/12/10	distilled spirits	NOA 10/17/06 SOU FINAL 10/17/09 SOU FILED 10/16/09; ACCEPTED 10/23/09; WILL REGISTER IN DUE COURSE  REGISTERED

Mark	S.N.	Filed	Goods	Status
CAST IRON	77/347812	12/10/2007	liqueurs	NOA 7/29/08 5 <sup>th</sup> (and final) EOT filed  Final deadline to use 7/29/11 ABANDONED
CHUCKLES	77/039619	11/8/2006	liqueurs	NOA mailed 8/14/07  <u>FINAL DEADLINE TO USE 8/14/10</u> ABANDONED – APP. REFILED
CHUCKLES	85/110306	8/18/2010	alcoholic beverages except beers	NOA 3/29/11 1 <sup>st</sup> EOT or SOU 9/29/11
COMMONWEALTH	77/339690	11/29/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 7/29/08 5 <sup>th</sup> (and final) EOT filed Final deadline to use is 7/29/11 ABANDONED
COQUETTE	78/622617	5/4/2005	liqueurs	NOA 4/18/06 FINAL DEADLINE 4/18/09 ABANDONED RE-FILED
COQUETTE	77/722935	4/27/2009	distilled spirits	NOA 11/24/09 SOU or 1 <sup>st</sup> EOT 5/24/10 ABANDONED



Mark	S.N.	Filed	Goods	Status
COQUIN	78/622620	5/4/2005	liqueurs	NOA 4/18/06 5th EOT or SOU due 10/18/08 ABANDONED
CREME D'OR	78/558631	2/2/2005	liqueurs	NOA 1/31/06 5th EOT or SOU due 7/31/08; Filed MUST FILE SOU by 1/31/09 ABANDONED
CRÈME YVETTE	78/972440  Reg. No. 3855099	9/12/2006	liqueurs, distilled spirits, prepared alcoholic cocktails	NOA 1/22/08 SOU filed 7/16/2010  Registered on 9/28/2010
DEAR LITTLE WATER	77/357912	12/21/2007	alcoholic beverages, namely, distilled spirits, pre-mixed beverage containing distilled spirits	NOA 7/29/08 2 <sup>nd</sup> EOT or SOU due 7/29/09 ABANDONED
DELICE DE SUREAU	77521638  Reg. No. 3572530	7/14/2008		Registered on 2/10/09
DILLINGER'S	78/964756	8/31/2006	distilled spirits, liqueurs	ABANDONED

Mark	S.N.	Filed	Goods	Status
DISCO	78/906124	6/12/2006	alcoholic beverages, namely, distilled spirits, pre mixed beverage containing distilled spirits	NOA 4/10/07 FINAL DEADLINE SOU 4/10/10 ABANDONED - New App. Filed
DISCO	85/009355	4/8/2010	alcoholic beverages except beers	NOA 11/2/10 2 <sup>nd</sup> EOT or SOU due 11/2/11
EMPIRE	77/144474	3/30/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA-12/25/07 5 <sup>th</sup> EOT or SOU due 6/25/10 EOT FILED 6/24/2010  <u>FINAL DEADLINE TO USE 12/25/10</u> ABANDONED - App. Re-filed
EMPIRE	85/198427	12/15/2010	alcoholic beverages except beers	Office Action dated 3/17/11 Response due by 9/17/11
EASTPHILLY	77/346,612	12/7/2007	alcoholic beverages, namely, distilled spirits, pre mixed beverage containing distilled spirits	NOA 7/22/08 3 <sup>rd</sup> EOT or SOU due 1/22/10 ABANDONED
FLEUR D'OR	78/558642	2/2/2005	liqueurs	NOA 2/7/06; 5 <sup>th</sup> AND LAST EOT or SOU due 8/7/08***; EOT filed 8/6/08 MUST FILE SOU BY 2/7/09 ABANDONED

Mark	S.N.	Filed	Goods	Status
GILLESPIE	77/357842	12/21/2007	alcoholic beverages, namely, distilled spirits, pre-mixed beverage containing distilled spirits	OA-3/13/08 Response due 9/13/08 Response Filed 9/10/08 Final OA issued 10/1/08; Request for Reconsideration due 4/1/09 <b>ABANDONED</b>
GITANES	78/958310	8/23/2006	distilled spirits, liqueurs	NOA 10/9/07 5 <sup>th</sup> EOT or SOU due 4/9/10 <b>ABANDONED</b>
GLORY'S INDEPENDENT	78/791339	1/3/2006	liqueurs	NOA 10/10/06 5 <sup>th</sup> EOT or SOU due 4/10/09 <b>ABANDONED</b>
GRINDHOUSE	77/161423	4/20/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA-12/25/07 5 <sup>th</sup> EOT or SOU due 6/25/10 EOT FILED 6/24/10  <u>FINAL DEADLINE TO USE 12/25/10</u> <b>ABANDONED - App. Re-filed</b>
GRINDHOUSE	85/198331	12/15/2010	alcoholic beverages except beers	NOA 6/21/11 1 <sup>st</sup> EOT or SOU 12/21/11
HAMMERWERKS	77/357872	12/21/2007	alcoholic beverages, namely, distilled spirits, pre-mixed beverage containing distilled spirits	NOA 7/29/08 2 <sup>nd</sup> EOT or SOU due 7/29/09 <b>ABANDONED</b>

Mark	S.N.	Filed	Goods	Status
HIGH OCTANE	77/788339	7/23/2009	alcoholic beverages, except beers	NOA 3/9/10 4th EOT or SOU due 3/9/12
THE HIGHLINE	77/864617	11/4/2009	spirits and liqueurs	NOA 5/25/10 3 <sup>rd</sup> EOT or SOU 11/25/11
HOCHSTADTER'S CAST IRON	77/612525	11/12/2008	distilled spirits	NOA 6/16/09 5 <sup>th</sup> and FINAL EOT or SOU 12/16/11
HOCHSTADTER'S SLOW AND LOW	77/911029	1/13/2010	alcoholic beverages except beers	NOA 5/24/11 1 <sup>st</sup> EOT or SOU 11/24/11
HOG ISLAND	77/367521	1/9/2008	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 7/29/08 5 <sup>th</sup> (and final) EOT filed  Final deadline to use 7/29/11 ABANDONED
HONEY BARREL	85/231152	2/1/2011	alcoholic beverages except beers	Published for opposition and opposed by Sazerac – Letter of Protest filed and accepted Application restored to Examiner Office Action issued 8/18/11 Response due by 2/18/12

Mark	S.N.	Filed	Goods	Status
HOTHOUSE	78/718112	9/22/2005	liqueurs	NOA 9/12/06 SOU FINAL 9/12/09 ABANDONED/RE-FILED
HOTHOUSE	77/750941	6/3/2009	alcoholic beverages, except beers	NOA 11/24/09 SOU or 2 <sup>nd</sup> EOT 11/24/10  ABANDONED
INDIAN KING	77/378139	1/23/2008	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 9/2/09 5 <sup>th</sup> (and final) EOT filed  Final deadline to use 9/2/12  No instructions to search and refile
INSURANCE	77/248837	8/7/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA-3/18/08 2 <sup>nd</sup> EOT or SOU due 3/18/09 ABANDONED
J. STRONG	78/967731	9/6/2006	vodka	NOA 4/17/07 5 <sup>th</sup> EOT or SOU 10/17/09; 5 <sup>th</sup> EOT FILED  FINAL DEADLINE TO USE 4/17/10 ABANDONED - New App. Filed

Mark	S.N.	Filed	Goods	Status
J. STRONG	85/009367	4/8/2010	alcoholic beverages except beers	NOA 11/2/10 2 <sup>nd</sup> EOT or SOU 11/2/11
JACK STRONG TRIPLE GRAPE	78/927944	7/12/2006	vodka	opposed by Brown Forman  <b>ABANDONED</b>
JACK STRONG CHERRY BOMB	78/927925			opposed by Brown Forman  <b>ABANDONED</b>
JACK STRONG CANDY APPLE	78/927909			opposed by Brown Forman  <b>ABANDONED</b>
JOELLE	78/589164	3/17/2005	liqueurs	NOA 9/9/06; 5th AND LAST EOT or SOU due 9/7/08***; EOT filed ***MUST FILE SOU BY 3/7/09 <b>ABANDONED/Re-Filed</b>
JOELLE	77/678117	2/25/2009	distilled spirits, liqueurs	NOA 9/15/09 1 <sup>st</sup> EOT or SOU 3/5/10 <b>ABANDONED</b>
LA SUPER RICA	78/833641	3/9/2006	alcoholic beverages, namely, distilled liquor, tequila, pre mixed alcoholic beverages containing tequila and/or distilled liquor	NOA 1/16/07 <b>FINAL DEADLINE SOU 1/16/10</b>  <b>ABANDONED - RE-FILED</b>

Mark	S.N.	Filed	Goods	Status
LA SUPER RICA	77/854957	10/22/2009	alcoholic beverages, except beers	NOA 5/25/10 3 <sup>rd</sup> EOT or SOU 11/25/11
LAS PLACAS	85/308381	4/29/2011	alcoholic beverages, except beers	Published for opposition 8/23/11
LEHIGH	77/442428	4/8/2008	whisky; distilled spirits	OA 7/22/08; Response due 1/22/09 Response filed 1/22/09 2 <sup>nd</sup> OA 3/31/09 Response due 9/30/09 <b>ABANDONED</b>
LEADER	77/370522	1/14/2008	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA 6/22/10 3 <sup>rd</sup> EOT or SOU 12/22/11
LIGHTHORSE	77/149384	4/5/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA-12/25/07 5 <sup>th</sup> EOT or SOU due 6/25/10 EOT FILED 6/24/10  <u>FINAL DEADLINE TO USE 12/25/10</u> ABANDONED - App. Re-filed
LIGHTHORSE	85/198458	12/15/2010	alcoholic beverages except beers	NOA 6/21/11 1 <sup>st</sup> EOT or SOU 12/21/11

Mark	S.N.	Filed	Goods	Status
LIGHTNING HOT DROPS	77/161417	4/20/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA 6/17/08 5 <sup>th</sup> (and final) EOT filed Final deadline to use 6/17/11 No instructions to search and refile

LOCK STOCK AND BARREL	77/444618	4/9/2008	whiskey	NOA 11/18/08 5 <sup>th</sup> EOT or SOU due 5/18/11  Final deadline to use 11/18/11
LOCK STOCK AND BARREL	85/322902	5/17/2011	alcoholic beverages, except beers	Approved for publication 9/8/11
LOLA	78/609595	4/15/2005	liqueurs	NOA 4/18/06; 5th EOT or SOU due 10/18/08; EOT filed 10/17/08 ***MUST FILE SOU BY 4/18/09 ABANDONED - NO USE NO LONGER AVAILBLE
LOLA BOTANIQUE	78/609527	4/15/2007	liqueurs	NOA 4/4/06; 5th EOT or SOU due 10/4/08 ABANDONED



LOLA SOLEIL	78/609542	4/15/2005	liqueurs	NOA 4/11/06 FINAL DEADLINE SOU 4/11/09 ABANDONED
LONGCOCK'S	77/161404	4/20/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA 9/9/08 5th EOT or SOU due 3/9/11  ABANDONED
LUDIVINE	78/689441	8/10/2005	liqueurs	NOA 7/25/06 SOU FINAL 7/25/09 ABANDONED/RE-FILED
LUDIVINE	77/750927	6/3/2009	alcoholic beverages, except beers	NOA 11/24/09 SOU or 1 <sup>st</sup> EOT 5/24/10 ABANDONED
LUCKY CHERRY	77/357,650	12/21/2007	alcoholic beverages, namely, distilled spirits, pre-mixed beverage containing distilled spirits	NOA 1/20/09 SOU or 5 <sup>th</sup> EOT 7/20/11  Final deadline to use 1/20/12
MIXANTHROPY	77/222394	7/5/2007	charitable fund raising	NOA-1/29/08 2 <sup>nd</sup> EOT or SOU due 1/29/09 ABANDONED

OLD RELIABLE	77/248831	8/7/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA-3/25/08 5 <sup>th</sup> EOT filed Final deadline to use 3/25/11 ABANDONED - Re-File
OLD RELIABLE	85/274447	3/23/2011	alcoholic beverages, except beers	Published for opposition 8/9/11
P.A. STANDARD	77/187945	5/23/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	2nd OA, Response due 9/27/08 Response filed 9/24/08 Final OA 11/14/08; Request for Reconsideration and Appeal due 5/14/09  ABANDONED
PAISLEY SOCIAL CLUB	78/791378	1/13/2006	liqueurs; prepared alcoholic cocktails	NOA 10/10/06 SOU FINAL 10/10/09 ABANDONED
PAISLEY	78/622612	5/4/2005	liqueurs	NOA 4/25/06 FINAL DEADLINE SOU 4/25/09 ABANDONED/Re-Filed
PAISLEY	77/721942	4/24/2009	alcoholic beverages, except beers	NOA 11/24/09 SOU or 1 <sup>st</sup> EOT 5/24/10 ABANDONED

PEERLESS	77/229144	7/13/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA 3/17/09 SOU or 4 <sup>th</sup> EOT 3/17/11  ABANDONED
PENN LEADER	77/369508	1/14/2008	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 7/29/08 5 <sup>th</sup> EOT filed  Final deadline to use 7/29/11 ABANDONED
PENNSY	77/357684	12/21/2007	alcoholic beverages, namely, distilled spirits, pre-mixed beverage containing distilled spirits	NOA 7/15/08 2 <sup>nd</sup> EOT or SOU due 7/15/09 ABANDONED
PENN UNION	77/378336	1/23/2008	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 7/29/08 5 <sup>th</sup> EOT filed  Final deadline to use 7/29/11 ABANDONED- APP. REFILED
PENN UNION	85/396692	8/12/2011	alcoholic beverages, except beers	Not Yet Assigned to an Examiner
PERROQUET	78/721979	9/28/2005	liqueurs	NOA 10/24/06 5 <sup>th</sup> EOT or SOU due 4/24/09 ABANDONED

PETITE COQUETTE	78/622621	5/4/2005	liqueurs	NOA 4/18/06; 5 <sup>th</sup> EOT or SOU due 10/18/08 ABANDONED
PHILCO	77/367197	1/9/2008	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 7/29/08 5 <sup>th</sup> EOT filed  Final deadline to use 7/29/11 ABANDONED - APP. REFILED
PHILCO	85/396710	8/12/2011	alcoholic beverages, except beers	Not Yet Assigned to an Examiner
PHILADELPHIA STANDARD	77/187942	5/23/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 6/24/08; 1 <sup>st</sup> EOT or SOU due 12/24/08 ABANDONED
PHILLY STANDARD	77/172982	5/4/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA 6/24/08; 1 <sup>st</sup> EOT or SOU due 12/24/08 ABANDONED
PICKHURST	77/041137	11/10/2006	gin	NOA 8/21/07 5 <sup>th</sup> EOT or SOU due 2/21/10 ABANDONED
POMMETTE	78/791388	1/13/2006	liqueurs	NOA 12/5/06 5 <sup>th</sup> EOT or SOU due 6/5/09 ABANDONED

QUICKIES	77479213	5/20/2008	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA 5/4/10 2 <sup>nd</sup> EOT or SOU due 5/4/11 ABANDONED
R.C. COOPER BOTTLING WORKS	77/204671	6/13/2007	alcoholic beverages, namely, distilled spirits, pre mixed beverage containing distilled spirits	In suspension Suspension cont'd 5/6/09 OA 12/23/09; Response due 6/23/10  ABANDONED
RADIO DELICIOUS	78/791363	1/13/2006	liqueurs	NOA 10/3/06 5 <sup>th</sup> EOT or SOU due 4/3/09 ABANDONED
READY AND RELIABLE	77/248830	8/7/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA-3/25/08 5 <sup>th</sup> EOT filed  Final deadline to use 3/25/11 ABANDONED
RHINOCHASER	77/222368	7/5/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 11/3/09 4 <sup>th</sup> EOT or SOU 11/3/11
RIFLE	77/058826	12/7/2006	distilled spirits, liqueurs	NOA 8/21/07  <u>FINAL DEADLINE TO USE 8/21/10</u> ABANDONED - Re-filed

RIFLE	85/110355	8/18/2010	alcoholic beverages except beers	In suspension until the disposition of pending trademark application for ROD & RIFLE for bourbon filed on October 8, 2008
ROYAL UNION	77/229147	7/13/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA-3/25/08 4 <sup>th</sup> EOT or SOU due 3/25/10 ABANDONED
ROYALE UNION	77/229145	7/13/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA-3/25/08 2 <sup>nd</sup> EOT or SOU due 3/25/09 ABANDONED
SIMPLE SHAKE	78/791399	1/13/2006	liqueurs	NOA 11/28/06 FINAL SOU due 11/28/09  RE-FILED
SIMPLE SHAKE	77/854968	10/22/2009	alcoholic beverages, except beers	NOA 5/25/10 1 <sup>st</sup> EOT or SOU 11/25/10  ABANDONED
SKY COOPER	77/204669	6/13/2007	alcoholic beverages, namely, distilled spirits, pre mixed beverage containing distilled spirits	Suspension Letter 3/27/08 OA mailed 12/29/08; Response due 6/29/09 ABANDONED

SKY & SON'S INDEPENDENT	78/806407	2/3/2006	liqueurs	NOA 12/26/06 5 <sup>th</sup> EOT or SOU due 6/26/09 ABANDONED
SLAPJACK	77/357629	12/21/2007	alcoholic beverages, namely, distilled spirits, pre-mixed beverage containing distilled spirits	Publication date: 4/22/08 EOT Filed to Oppose 5/15/08 until 8/20/08 2 <sup>nd</sup> EOT until 10/19/08  Jack Daniel's filed opposition on 10/17/08  ABANDONED
SLEEPING DRAGON	78/717540	8/16/2007	prepared alcoholic cocktails; sake	NOA 8/29/06 SOU FINAL 8/29/09 ABANDONED/RE-FILED
SLEEPING DRAGON	77/750933	6/3/2009	alcoholic beverages, except beers	NOA 11/24/09 4 <sup>th</sup> EOT or SOU 11/24/11
SLOW AND LOW	77/714583	4/15/2009	alcoholic beverages	NOA 9/15/09 4th EOT or SOU 9/15/11
SLOW AND LOW CANNED HEAT	77/788356	7/23/2009	alcoholic beverages, except beers	NOA 3/9/10 3 <sup>rd</sup> EOT or SOU due 9/9/11
ST. GERMAIN	78/828450	3/3/2006	liqueurs	Registered 9/25/07 Registration No. 3299831

STASH	77/225915	7/10/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	Suspension letter 3/27/08 OA mailed 12/29/08; Response due 6/29/09 ABANDONED
STICKBALL	77/346765	12/10/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 7/22/08 2 <sup>nd</sup> EOT or SOU due 7/22/09 ABANDONED
SQUARE OFF	77/346692	12/10/2007		NOA 7/22/08 2 <sup>nd</sup> EOT or SOU due 7/22/09 ABANDONED
STBEPING	77/036369	11/3/2006	vodka	NOA 8/21/07 4 <sup>th</sup> EOT or SOU due 8/21/09 ABANDONED
STONED	77/161401	4/20/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA 12/25/07 5 <sup>th</sup> EOT or SOU due 6/25/10 EOT FILED 6/24/10  <u>FINAL DEADLINE TO USE 12/25/10</u> ABANDONED - Re-filed
STONED	85/198480	12/15/2010	alcoholic beverages except beers	NOA 6/21/11 1 <sup>st</sup> EOT or SOU 12/21/11
SUPER G	77/382795	1/29/2008	Classes 32 and 33	NOA 9/2/08 2 <sup>nd</sup> EOT or SOU due 9/2/09 ABANDONED



TCHOTCHKE	77/365222	1/7/2008	Distilled spirits, liqueurs, and prepared alcoholic cocktails	NOA 7/29/08 1 <sup>st</sup> EOT or SOU due 1/29/09 ABANDONED
UNION CAST	77/357731	12/21/2007	33-alcoholic beverages, namely, distilled spirits, pre-mixed beverage containing distilled spirits	NOA 7/15/08 4 <sup>th</sup> EOT or SOU due 7/15/10 ABANDONED
UNCLE NATE'S	77/058821	12/7/2006	distilled spirits, liqueurs	NOA 8/21/07 4 <sup>th</sup> EOT or SOU due 8/21/09 ABANDONED
UNION LEADER	77/248834	8/7/2007	distilled spirits, liqueurs, prepared alcoholic cocktails	NOA 3/18/08 5 <sup>th</sup> EOT filed  Final deadline to use 3/18/11 ABANDONED - App. Re-File
UNION LEADER	85/269570	3/17/2011	alcoholic beverages, except beers	Published for opposition 8/2/11
VIE PARISIENNE EN BOUTEILLE DELICE DE SUREAU	78/800946	1/27/2006	liqueurs	NOA 1/23/07 3rd EOT or SOU 7/23/08  ABANDONED

VIE PARISIENNE EN BOUTEILLE	77/153640 Register # 3,355,896	4/11/2007	liqueurs	Registered 12/18/07
VIM AND VIGOR	77/563334	9/5/2008	energy drinks (32) PAC (33)	NOA 2/24/09 SOU or 5 <sup>th</sup> (and final) EOT 8/24/11  Final deadline to use 2/24/12 MAY BE ABANDONED
VIM AND VIGOR	85/308530	4/29/2011	alcoholic beverages, except beers	Published for opposition 8/23/11
VIM 'N VIGOR	77/563345	9/5/2008	energy drinks (32) PAC (33)	NOA 2/24/09 SOU or 1 <sup>st</sup> EOT 8/24/09 ABANDONED
BOMBERGER'S VIM AND VIGOR	77/563353	9/5/2008	energy drinks (32) PAC (33)	NOA 2/24/09 SOU or 1 <sup>st</sup> EOT 8/24/09 ABANDONED
VPB	78/800943 Registered No. 3,420,246	1/27/2006	liqueurs	Registered 4/29/08
VU	78/728634	10/7/2005	liqueurs	NOA 9/19/06 5 <sup>th</sup> EOT or SOU due 3/19/09 ABANDONED

WHISKEY JAR	77/065237	12/15/2006	liqueurs	NOA- 4/1/08 3 <sup>rd</sup> EOT or SOU due 10/1/09 ABANDONED
WOODCOCK'S	77/161405	4/20/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 12/25/07 5 <sup>th</sup> EOT or SOU due 6/25/10 EOT FILED 6/24/10  <u>FINAL DEADLINE TO USE 12/25/10</u> ABANDONED - Re-filed
WOODCOCK'S	85/198472	12/15/2010	alcoholic beverages except beers	NOA 6/1/11 1 <sup>st</sup> EOT or SOU 12/21/11
YVOIRE	78/721988	9/28/2005	liqueurs	NOA 5/15/07; 3 <sup>rd</sup> EOT or SOU due 11/15/08 ABANDONED
ZEPPELIN	77/222366	7/5/2007	distilled spirits, liqueurs, prepared alcoholic cocktail	NOA 8/5/08 5 <sup>th</sup> EOT filed  Final deadline to use 8/5/11 ABANDONED - APP. TO BE REFILED  SEARCH INDICATES NO LONGER AVAILABLE - BLOCKING APPLICATION CAN BE MONITORED

**EXHIBIT C**

**Copyrights**

None.

[Exhibit C to Patents, Trademarks, Copyrights and Licenses Security Agreement]

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**TRADEMARK**  
**REEL: 004711 FRAME: 0202**

**EXHIBIT D**

**Licenses**

None.

[Exhibit D to Patents, Trademarks, Copyrights and Licenses Security Agreement]

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