

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
Stock Spirits Group USA Inc.		06/08/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ING Bank N.V., London Branch		
Street Address:	60 London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 5TQ		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85162074	GRAN GALA	
Registration Number:	1236635	GRANGALA	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
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:	235692-5		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

900225330

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Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

06/11/2012

Total Attachments: 6

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2012, by Stock Spirits Group USA Inc. (the "*Subsidiary Grantor*"), in favor of ING Bank N.V., London Branch ("*ING*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Agent*") (this agreement, the "*Agreement*").

Witnesseth:

WHEREAS, pursuant to the Facilities Agreement, dated as of September 30, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among *inter alios*, Stock Spirits Group Luxembourg Holdings S. à r.l. ("*Holdings*"), certain subsidiaries of Holdings (the "*Borrowers*"), and ING, as Agent and as Security Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Subsidiary Grantor has become a Material IP Owner (as defined in the Credit Agreement);

WHEREAS, the Subsidiary Grantor is party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the "*Security Agreement*") pursuant to which the Subsidiary Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to comply with the requirements of the Credit Agreement, the Subsidiary Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Subsidiary Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Subsidiary Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Subsidiary Grantor (the "*Trademark Collateral*"):

- (a) the Trademarks listed on *Schedule I* hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Subsidiary Grantor against third parties for past, present, future (i) infringement, dilution or other

impairment of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Subsidiary Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

Section 4. Subsidiary Grantor Remains Liable

The Subsidiary Grantor hereby agrees that anything herein to the contrary notwithstanding, the Subsidiary Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), 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. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart.

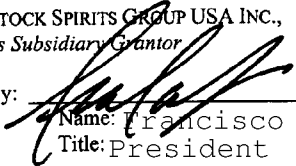
Section 6. Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Subsidiary 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.

STOCK SPIRITS GROUP USA INC.,
as Subsidiary Grantor

By: 
Name: Francisco Tonarely
Title: President

ACCEPTED AND AGREED
as of the date first above written:

ING BANK, N.V., LONDON BRANCH,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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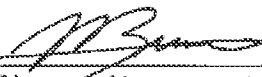
IN WITNESS WHEREOF, the Subsidiary Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

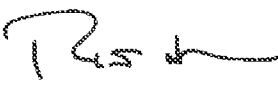
STOCK SPIRITS GROUP USA INC.,
as Subsidiary Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

ING BANK, N.V., LONDON BRANCH,
as Agent

By: 
Name: MARTIN COLLINS
Title: MANAGING DIRECTOR

By: 
Name: MARTIN RIORDAN
Title: MANAGING DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

INCLUDE ONLY U.S. REGISTERED INTELLECTUAL PROPERTY

1. Registered Trademarks

Trademark Design	Type	Owner Name	Application Date Application No.	Registration Date	Registration No.	Renewal Date
GranGala	Word	Stock Spirits Group USA Inc.	6/18/1981 73/315347	5/3/1983	1236635	5/3/2013

2. Trademark Applications

Trademark Design	Type	Owner Name	Application Date Application No.	Registration Date	Registration No.	Renewal Date
	Device	Stock Spirits Group USA Inc.	10/27/2011 85/162074	Not yet issued	N/A	N/A

3. Trademark Licenses

None.