

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Notice and Confirmation and Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sazerac Company, Inc.		05/31/2012	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4115041	BAJA	
Registration Number:	3573709	TENURE	
Registration Number:	3958993	BLACKMAKER	
Registration Number:	4063579	EPIC	
Registration Number:	3573609	SUPERIA	
Registration Number:	2374470	VERA CRUZ	
Registration Number:	3741484	VOLTA	
Registration Number:	3722873	HIGHGATE	
Registration Number:	3655336	LUXOV	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

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Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Paralegal
Address Line 1: 201 N. Tryon Street, Suite 3000
Address Line 2: McGuireWoods LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
Signature:	/Terry L. Witcher/
Date:	07/06/2012

Total Attachments: 5
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**SUPPLEMENTAL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("*Agreement*"), dated as of May 31, 2012, is made by SAZERAC COMPANY, INC. (the "*Grantor*"), in favor of Wells Fargo Bank, National Association, as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in that certain Credit Agreement (the "*Credit Agreement*") dated as of November 18, 2011, as amended, among Sazerac Company, Inc., a Louisiana corporation (the "*Borrower*"), the Administrative Agent and the Lenders party thereto).

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Grantor entered into that certain Security Agreement dated as of November 18, 2011 (as amended, supplemented, waived or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in its Intellectual Property (as defined in the Security Agreement), including Trademarks (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and the Related Credit Arrangements, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and

remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank.]

The parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto authorized as of the day and year first above written.

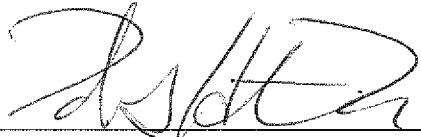
SAZERAC COMPANY, INC.

By: 
Name: Paul Pape
Title: Chief Financial Officer

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 
Name: John G. Hutchinson, Jr.
Title: Vice President

SCHEDULE A

TRADEMARKS

Trademark	U.S. Reg. No.	Reg. Date
BAJA	4,115,041	20 March 2012
TENURE	3,573,709	10 Feb 2009
BLACKMAKER	3,958,993	10 May 2011
EPIC	4,063,579	29 Nov 2011
SUPERIA	3,573,609	10 Feb 2009
VERA CRUZ	2,374,470	8 Aug 2000
VOLTA	3,741,484	26 Jan 2010
HIGHGATE	3,722,873	8 Dec 2009
LUXOV	3,655,336	14 July 2009