

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heritage Brands, Inc.		12/28/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4143579	GRAN GALA
Registration Number:	1236635	GRANGALA
Registration Number:	1867761	ITALY'S GIFT TO THE WORLD
Registration Number:	3334798	WORLD'S MOST SENSUOUS ORANGE LIQUEUR

CORRESPONDENCE DATA

Fax Number: 7044448857
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043432104
 Email: twitcher@mcguirewoods.com
 Correspondent Name: Terry L. Witcher, Paralegal
 Address Line 1: McGuireWoods LLP
 Address Line 2: 201 N. Tryon Street, Suite 3000
 Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4506050-0070	TRADEMARK
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OP \$115.00 4143579

NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
Signature:	/s/ Terry L. Witcher
Date:	01/17/2013
Total Attachments: 5 source=Heritage Brands#page1.tif source=Heritage Brands#page2.tif source=Heritage Brands#page3.tif source=Heritage Brands#page4.tif source=Heritage Brands#page5.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("*Agreement*"), dated as of December 28, 2012, is made by **HERITAGE BRANDS, INC.**, a New York corporation (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).

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantor entered into that certain Security Joinder Agreement dated as of December 28, 2012 (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, the Secured Cash Management Agreements and the Secured Hedge Agreements, 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.

HERITAGE BRANDS, INC.

By: _____


Name:

Title:

Paul Payne
PAUL PAYNE
TREASURER

[Signatures Continue on Following Page]

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

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

SCHEDULE A

TRADEMARKS

Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
85162074	4143579	10/27/2010	5/15/2012
73/315347	1236635	6/18/1981	5/3/1983
74/331890	1867761	11/17/1992	12/13/1994
78/873558	3334798	5/1/2006	11/13/2007

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