

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Le Vecke Corporation		09/27/2013	CORPORATION: CALIFORNIA
Levecke LLC		09/27/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
Levnonbev		09/27/2013	CORPORATION: CALIFORNIA
Pau Trading Company, Inc.		09/27/2013	CORPORATION: CALIFORNIA
Hawaiian Rectifiers, Inc.		09/27/2013	CORPORATION: HAWAII
Legacy Brands, LLC		09/27/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	3 Park Place, 9th Floor
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4227512	DEVLIN
Registration Number:	4223481	AMERICAN DISTILLING CO.
Registration Number:	4212454	ISLAND 808
Registration Number:	4230442	SENSATIONAL
Registration Number:	4221641	THE PROOF IS IN THE BOTTLE
Registration Number:	3372583	CORAL REEF
Registration Number:	4080101	PAU MAUI
Serial Number:	85851254	ALMA AZUL
Serial Number:	85648506	BÖRG

TRADEMARK

CH \$390.00 4227512

Serial Number:	86010222	BULL'S BREATH
Serial Number:	85648511	DOS SANTOS
Serial Number:	85648514	LA TRADICIÓN
Serial Number:	85697241	MAUI MOON
Serial Number:	85695221	OLD MAKAWAO
Serial Number:	85316043	PANIOLO

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0516
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	11/11/2013

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this September 27, 2013, by and among **LE VECKE CORPORATION**, a California corporation (the "Borrower"), **LEVECKE LLC**, a California limited liability company, **LEVNONBEV**, a California corporation, **PAU TRADING COMPANY, INC.**, a California corporation, **HAWAIIAN RECTIFIERS, INC.**, a Hawaii corporation and **LEGACY BRANDS, LLC**, a California limited liability company (each a "Grantor", and collectively, the "Grantors"), and **JPMORGAN CHASE BANK, N.A.**, as Lender (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Lender 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, Borrower 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**. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;
 - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License with respect to Trademarks; and
 - (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to

receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured Obligations and would be owed by any Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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 Lender'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 and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR CALIFORNIA STATE COURT SITTING IN LOS ANGELES, CALIFORNIA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND**

IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE LENDER OR ANY AFFILIATE OF THE LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN LOS ANGELES, CALIFORNIA.

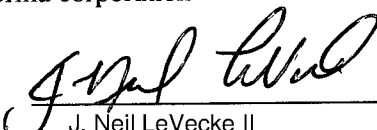
9. WAIVER OF JURY TRIAL; JUDICIAL REFERENCE. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO (OTHER THAN THE LENDER) DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, (a) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (b) GRANTORS SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

[Signature Page Follows]

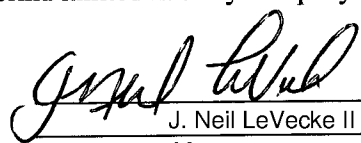
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

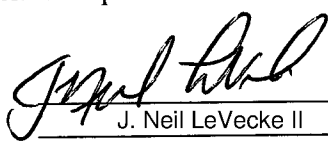
LE VECKE CORPORATION,
a California corporation

By: 
Name: J. Neil LeVecke II
Title: President

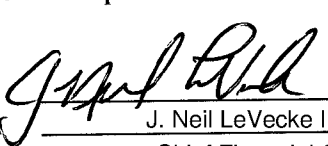
LEVECKE LLC,
a California limited liability company

By: 
Name: J. Neil LeVecke II
Title: Manager

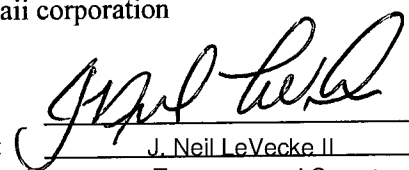
LEVNONBEV,
a California corporation

By: 
Name: J. Neil LeVecke II
Title: President

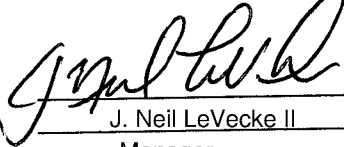
PAU TRADING COMPANY, INC.,
a California corporation

By: 
Name: J. Neil LeVecke II
Title: Chief Financial Officer and Secretary

HAWAIIAN RECTIFIERS, INC.,
a Hawaii corporation

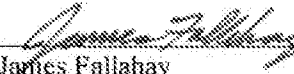
By: 
Name: J. Neil LeVecke II
Title: Treasurer and Secretary

LEGACY BRANDS, LLC,
a California limited liability company

By: 
Name: J. Neil LeVecke II
Title: Manager


LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: James Fallahay
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Mark	Registration Number	Registration Date
Levecke Corporation	DEVLIN	4,227,512	10/16/2012
Levecke Corporation	AMERICAN DISTILLING CO.	4,223,481	10/09/2012
Levecke Corporation	ISLAND 808 	4,212,454	9/25/2012
Levecke Corporation	SENSATIONAL	4,230,442	10/23/2012
Levecke Corporation	THE PROOF IS IN THE BOTTLE	4,221,641	10/9/2012
Legacy Brands, LLC	CORAL REEF	3,372,583	1/22/2008
Pau Trading Company, Inc.	PAU MAUI	4,080,101	1/3/2012

Trademark Applications

Applicant	Mark	Application Number	Application Date
Levecke Corporation	ALMA AZUL	85/851,254	2/15/2013
Levecke Corporation	BÖRG	85/648,506	6/11/2012
Levecke Corporation	BULL'S BREATH	86/010,222	7/15/2013
Levecke Corporation	DOS SANTOS	85/648,511	6/11/2012
Levecke Corporation	LA TRADICIÓN	85/648,514	6/11/2012

Levecke Corporation	MAUI MOON	85/697,241	8/7/2012
Levecke Corporation	OLD MAKAWAO	85/695,221	8/3/2012
Levecke Corporation	PANIOLO	85/316,043	5/9/2011

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