

Assignment

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| TRADEMARK ASSIGNMENT |
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Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | LICENSE |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-------------------------------------|
| S.P.I. Spirits (Cyprus) Limited | | 11/27/2013 | CORPORATION: CYPRUS |
| Spirits International B.V. | | 11/27/2013 | CORPORATION: NETHERLANDS |
| Stoli Group (USA), LLC | | 11/27/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | General Electric Capital Corporation, as Agent |
| Street Address: | 601 South Figueroa, Suite 3690 |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90017 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 47

| Property Type | Number | Word Mark |
|---------------------------------|--------------------|---|
| Registration Number: | 4080771 | FROM THE HOUSE OF STOLICHNAYA |
| Registration Number: | 3822724 | S |
| Registration Number: | 4311236 | STICKI |
| Registration Number: | 3620153 | STOLI BLAKBERI |
| Registration Number: | 3341339 | STOLICHNAYA STOLI BLUEBERI BLUEBERRY FLA |
| Registration Number: | 3331722 | STOLICHNAYA STOLI BLUEBERI BLUEBERRY FLA |
| Registration Number: | 3110643 | STOLI BLUEBERI |
| Registration Number: | 3110644 | STOLI BLUEBERI |
| Registration Number: | 4203058 | STOLI CHOCOLAT RAZBERI STOLICHNAYA |
| Registration Number: | 3236313 | STOLICHNAYA STOLI CRANBERI CRANBERRY FLA |

Assignment

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|---------------------------------|--------------------|--|
| Registration Number: | 2915969 | STOLI CRANBERI |
| Registration Number: | 3861810 | STOLI GALA APPLIK |
| Registration Number: | 3076475 | STOLI OHRANI |
| Registration Number: | 3076407 | STOLI OHRANI |
| Registration Number: | 3526585 | STOLI PEACHIK |
| Registration Number: | 3883661 | STOLICHNAYA STOLI POMEGRANIK POMEGRANATE |
| Registration Number: | 2204355 | STOLICHNAYA STOLI RAZBERI |
| Registration Number: | 2175465 | STOLI RAZBERI |
| Registration Number: | 4269571 | STOLI STICKI |
| Registration Number: | 2552858 | STOLICHNAYA STOLI STRASBERI |
| Registration Number: | 2205863 | STOLI STRASBERI |
| Registration Number: | 2898451 | STOLICHNAYA STOLI VANIL |
| Registration Number: | 2192600 | STOLI VANIL |
| Registration Number: | 3987082 | STOLICHNAYA STOLI WILD CHERRI |
| Registration Number: | 1244735 | STOLI |
| Registration Number: | 2936005 | STOLICHNAYA CITROS |
| Registration Number: | 2984881 | STOLICHNAYA CRANBERI |
| Registration Number: | 2972860 | |
| Registration Number: | 2840078 | |
| Registration Number: | 3044248 | STOLICHNAYA ELIT |
| Registration Number: | 3325498 | STOLICHNAYA ELIT |
| Registration Number: | 4255752 | STOLICHNAYA GOLD |
| Registration Number: | 2455605 | STOLICHNAYA GOLD |
| Registration Number: | 2317475 | STOLICHNAYA |
| Registration Number: | 1852552 | STOLICHNAYA RUSSIAN VODKA |
| Registration Number: | 4116695 | STOLICHNAYA STOLICHNAYA |
| Registration Number: | 1988911 | STOLICHNAYA OHRANI |
| Registration Number: | 4126541 | STOLICHNAYA STOLICHNAYA |
| Registration Number: | 2202991 | STOLICHNAYA STRASBERI |
| Registration Number: | 2857139 | STOLICHNAYA VANIL |
| Registration Number: | 0865462 | STOLICHNAYA |
| Registration Number: | 1291454 | STOLICHNAYA |
| Registration Number: | 4273080 | YOU KNOW BETTER |
| Registration Number: | 3236314 | STOLICHNAYA STOLI CRANBERI CRANBERRY FLA |

Assignment

| | | |
|----------------|----------|--|
| Serial Number: | 70120514 | STOLICHNAYA CHOCOLAT KOKONUT STOLICHNAYA |
| Serial Number: | 70120515 | STOLICHNAYA STOLI |
| Serial Number: | 70120461 | STOLI SALTED KARAMEL STOLICHNAYA |

CORRESPONDENCE DATA

Fax Number: 3128035299
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Curler LLP
Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 7003049 |
| NAME OF SUBMITTER: | Richard Kalwa |
| Signature: | /richard kalwa/ |
| Date: | 12/04/2013 |

Total Attachments: 8
source=licenseassign7003049#page1.tif
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RECEIPT INFORMATION

ETAS ID: TM288413
Receipt Date: 12/04/2013
Fee Amount: \$1190

EXECUTION VERSION

November 27, 2013

S.P.I. Spirits (Cyprus) Limited
301, Kanika Business Center
319, 28th October Street
Limassol
CYPRUS

Spirits International B.V.
3, rue du Fort Rheinsheim
L-2419
LUXEMBOURG

Re: License of Trademark to Stoli Group (USA), LLC

Gentlemen:

Reference is made to that certain Supply, Distribution, and Licensing Agreement No. CT/SPISCL/STOLIUSA/13-006, dated as of November 27, 2013, effective as of January 1, 2014, between S.P.I. Spirits (Cyprus) Limited, a corporation organized under the laws of Cyprus (the "*Supplier*"), Spirits International B.V., a corporation organized under the law of the Netherlands (the "*Trademark Owner*"), and Stoli Group (USA), LLC, a Delaware limited liability company (the "*Licensee*"), (the foregoing, together with any amendments or supplements thereto, is hereinafter referred to as the "*Licensing Agreement*") pursuant to which Supplier and Trademark Owner have granted Licensee an exclusive distributorship and license to use certain trademarks and other intellectual property owned by or otherwise under the exclusive control of Supplier and/or Trademark Owner (the "*Intellectual Property*") in the distribution and sale of certain merchandise in the Territory as defined in the Licensing Agreement (the "*Territory*"), including certain trademarks owned by Trademark Owner set out in Addendum 1 (the "*Trademarks*") to the Licensing Agreement.

A certain Credit Agreement and financing agreements dated as of the date hereof have been entered into among General Electric Capital Corporation in its capacity as agent for the Lenders party to such financing agreements (the "*Agent*") and Licensee (as the same may be amended, supplemented or otherwise modified from time to time, the "*Financing Agreements*") pursuant to which Licensee granted to Agent for the benefit of such Lenders a first priority security interest and general lien on all of Licensee's assets, including all of Licensee's now owned or hereafter acquired Inventory and General Intangibles and the products and proceeds thereof, as each of the same are defined in the Uniform Commercial Code (collectively, the "*Security Interest*").

S.P.I. SPIRITS (CYPRUS) LIMITED
SPIRITS INTERNATIONAL B.V.

November 27, 2013

Page 2

1. *Right Upon Event of Default.* Notwithstanding any contrary terms or provisions of the Licensing Agreement, and at any time during the term of the Licensing Agreement, and surviving the termination of the Licensing Agreement for any reason, in the event that any Event of Default exists under, and as defined in, the Financing Agreements (including any such Event of Default arising by reason of the termination, expiration, or non-renewal of the Licensing Agreement by Supplier, Trademark Owner or Licensee), Licensee, Trademark Owner and Supplier agree that Agent shall have the right and the exclusive sub-license to use the Intellectual Property including the Trademarks, within the Territory, to sell or dispose of any Inventory (as defined in the Financing Agreements), without the payment of any royalties or other remuneration of any kind to Licensee, Trademark Owner or Supplier. It is understood and agreed by the parties hereto that the Agent and the Lenders shall have no obligation, undertaking or liability under the Licensing Agreement of any kind whatsoever.

2. *Further Assurances.* Licensee, Trademark Owner and Supplier shall execute and deliver such additional documents and take such additional action as shall be reasonably requested by Agent to effectuate the provisions and purposes of this Agreement, including the sale or disposal of the Inventory by Agent as provided in Section 1 above.

3. *Consent for Termination/Amendment.* Licensee, Trademark Owner and Supplier agree that, notwithstanding any contrary terms or provisions of the Licensing Agreement (i) the Licensing Agreement will not be terminated without the prior written consent of Agent, (ii) the Licensing Agreement will not be amended or modified in any material respect or in any respect adverse to the Agent or the Lenders, in each case without the prior written consent of Agent and (iii) Supplier and Trademark Owner shall not grant any license to use the Intellectual Property in the Territory to any party other than Licensee (or, if an Event of Default has occurred under the Financing Agreements, to Agent upon the terms set forth herein).

4. *Notices.* All notices or other communications to or upon the respective parties hereto shall be in writing and shall be (a) personally delivered, (b) sent by certified or registered mail, return receipt requested (c) sent by overnight courier of national reputation, or (d) transmitted by facsimile, in each case delivered or sent to the party to whom notice is being given to the business address, facsimile number, set forth herein or all such other business address or facsimile number as it may hereafter designate in writing to the other party pursuant to the terms of this Section. All such notices and other communications shall be deemed to be an authenticated record communicated or given on (a) the date received if personally delivered, (b) the third business day after being deposited in the mail if delivered by mail, (c) the first business day after being delivered to the courier if delivered by overnight courier, or (d) the date of transmission if sent by facsimile.

5. *Entire Agreement.* This Agreement sets forth the entire understanding of the parties hereto with respect to the subject hereof. Neither this Agreement nor any term hereof may be

S.P.I. SPIRITS (CYPRUS) LIMITED
SPIRITS INTERNATIONAL B.V.

November 27, 2013

Page 3

changed, modified, altered, waived, discharged or terminated except by written instrument executed by the party to be charged.

6. *Counterparts.* This Agreement may be executed simultaneously in one or more counterparts, each of which, shall be deemed to be an original, but all of which together shall constitute a single instrument.

7. *Governing Law/Submission to Jurisdiction/Waiver of Jury Trial.* This Agreement shall be governed by the laws of the State of New York. Any legal action or proceeding with respect to this Agreement shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Agreement, the parties hereto hereby accept for themselves and in respect of their respective property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions. Licensee, Trademark Owner and Supplier hereby irrevocably waive personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with this Agreement by any means permitted by applicable requirements of law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided herein). Each of Licensee, Trademark Owner and Supplier agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing contained in this Section 7 shall affect the right of Agent or any Lender to serve process in any other manner permitted by applicable requirements of law or commence legal proceedings or otherwise proceed against any of Licensee, Trademark Owner and Supplier in any other jurisdiction. **THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.**

[SIGNATURE PAGE TO FOLLOW]

S.P.I. SPIRITS (CYPRUS) LIMITED
SPIRITS INTERNATIONAL B.V.

_____, 2013
Page 4

If the foregoing correctly states our understanding and agreement, kindly sign the counterpart of this letter in the space provided below.

Very truly yours,

GENERAL ELECTRIC CAPITAL CORPORATION, as
Agent

By: 
Name: Eric Watson
Title: Duly Authorized Signatory

Address for Notice:
General Electric Capital Corporation
601 South Figueroa St., Suite 3690
Los Angeles, CA 90017
Attention: Stoli Account Manager
Fax: 213-615-1627

Agreed and accepted as of this ____ day of
_____, 2013

S.P.I. SPIRITS (CYPRUS) LIMITED

By: _____
Name: Dmitry Denisov
Title: Director

Agreed and accepted as of this ____ day of
_____, 2013

SPIRITS INTERNATIONAL B.V.

By: _____
Name: _____
Title: _____

Agreed and accepted as of this ____ day of
_____, 2013

STOLI GROUP (USA), LLC

By: _____
Name: John Esposito
Title: Manager

[Signature Page to Assignment of Rights]

TRADEMARK

REEL: 005212 FRAME: 0063

S.P.I. SPIRITS (CYPRUS) LIMITED
SPIRITS INTERNATIONAL B.V.

_____, 2013
Page 4

If the foregoing correctly states our understanding and agreement, kindly sign the counterpart of this letter in the space provided below.

Very truly yours,

GENERAL ELECTRIC CAPITAL CORPORATION, as
Agent

By: _____
Name: _____
Title: _____

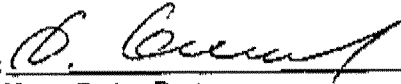
Address for Notice:
General Electric Capital Corporation
601 South Figueroa St., Suite 3690
Los Angeles, CA 90017
Attention: Stoli Account Manager
Fax: 213-615-1627

Agreed and accepted as of this 27th day of
November, 2013

Agreed and accepted as of this ____ day of
_____, 2013

S.P.I. SPIRITS (CYPRUS) LIMITED

STOLI GROUP (USA), LLC

By: 
Name: Dmitry Denisov
Title: Director

By: _____
Name: John Esposito
Title: Manager

Agreed and accepted as of this ____ day of
_____, 2013

SPIRITS INTERNATIONAL B.V.

By: _____
Name: _____
Title: _____

{Signature Page or Assignment of Rights}

TRADEMARK

REEL: 005212 FRAME: 0064

S.P.I. SPIRITS (CYPRUS) LIMITED
SPIRITS INTERNATIONAL B.V.

_____, 2013
Page 4

If the foregoing correctly states our understanding and agreement, kindly sign the counterpart of this letter in the space provided below.

Very truly yours,

GENERAL ELECTRIC CAPITAL CORPORATION, as
Agent

By: _____
Name: _____
Title: _____

Address for Notice:
General Electric Capital Corporation
601 South Figueroa St., Suite 3690
Los Angeles, CA 90017
Attention: Stoli Account Manager
Fax: 213-615-1627

Agreed and accepted as of this 27th day of
November, 2013

S.P.I. SPIRITS (CYPRUS) LIMITED

By: _____
Name: Dmitry Denisov
Title: Director

Agreed and accepted as of this ____ day of
_____, 2013

SPIRITS INTERNATIONAL B.V.

By: _____
Name: _____
Title: _____

Agreed and accepted as of this 27th day of
November, 2013

STOLI GROUP (USA), LLC

By: _____
Name: John Esposito
Title: Manager

(Signature Page to Assignment of Rights)

TRADEMARK

REEL: 005212 FRAME: 0065

S.P.I. SPIRITS (CYPRUS) LIMITED
SPIRITS INTERNATIONAL B.V.
_____, 2013

Page 4

If the foregoing correctly states our understanding and agreement, kindly sign the counterpart of this letter in the space provided below.

Very truly yours,

GENERAL ELECTRIC CAPITAL CORPORATION, as
Agent

By: _____
Name: _____
Title: _____

Address for Notice:
General Electric Capital Corporation
601 South Figueroa St., Suite 3690
Los Angeles, CA 90017
Attention: Stoli Account Manager
Fax: 213-615-1627

Agreed and accepted as of this ____ day of
_____, 2013

Agreed and accepted as of this ____ day of
_____, 2013

S.P.I. SPIRITS (CYPRUS) LIMITED

STOLI GROUP (USA), LLC

By: _____
Name: Dmitry Denisov
Title: Director

By: _____
Name: John Esposito
Title: Manager

Agreed and accepted as of this 27th day of
November, 2013

SPIRITS INTERNATIONAL B.V.

By: _____
Name: S. Soles
Title: Manager, SPIRITS INT'L

{Signature Page is Assignment of Rights}

TRADEMARK

REEL: 005212 FRAME: 0066

Address for Notices:

S P.I. Spirits (Cyprus) Limited
301, Kanika Business Center
319, 28th October Street
Limassol
CYPRUS
Fax: +357 25 740066

Address for Notice:

Spirits International B.V.
3, rue du Fort Rheimsheim
L-2419
LUXEMBOURG
Fax: _____

Address for Notice:

Stoli Group (USA), LLC
135 E. 57th St., 19th Floor
New York, NY 10022
Attention: General Counsel
Fax: _____