

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
Castle Brands (USA) Corp.		08/19/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Keltic Financial Partners II, LP		
Street Address:	580 White Plains Road		
Internal Address:	Suite 610		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4034847	BETTS & SCHOLL	
Registration Number:	0403844		
Registration Number:	2872936	BRADY'S	
Registration Number:	4034840	CC: I WILL NOT DRINK BAD WINE	
Registration Number:	2903750	BORU CRAZZBERRY	
Registration Number:	2196103	KNAPPOGUE CASTLE WHISKEY	
Registration Number:	2452996	BORU	
Registration Number:	2831097	CLONTARF	
CORRESPONDENCE DATA			
Fax Number:	8882344580		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7166269993		
Email:	tag@tgreinerlaw.com		

OP \$215.00 4034847

Correspondent Name: Terrence A. Greiner
Address Line 1: 5687 Main Street
Address Line 4: Williamsville, NEW YORK 14221

ATTORNEY DOCKET NUMBER: KELTIC/CASTLE

NAME OF SUBMITTER: Terrence A. Greiner

Signature: /Terrence A. Greiner/

Date: 02/15/2014

Total Attachments: 23

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TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This **TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** (this "**Agreement**"), dated as of August 19, 2011 is made between **CASTLE BRANDS (USA) CORP.**, a Delaware corporation ("**Assignor**"), and **KELTIC FINANCIAL PARTNERS II, LP**, a Delaware limited partnership with a place of business at 580 White Plains Road, Suite 610, Tarrytown, New York 10591 ("**Lender**").

WITNESSETH:

WHEREAS, Assignor has executed and delivered to Lender a Loan and Security Agreement dated on or about the date hereof (the "**Credit Agreement**"), a Revolving Credit Note dated on or about the date hereof (the "**Revolving Credit Note**"), and collectively with the Credit Agreement and each and every document, instrument or agreement executed and/or delivered to Lender in connection therewith, as the same may be modified, amended, restated or replaced from time to time, collectively, the "**Loan Documents**"), pursuant to which Lender is extending certain credit (the "**Loans**") to Assignor; and

WHEREAS, Assignor possesses one or more trademarks used in connection with its business; and

WHEREAS, Lender is unwilling to extend the Loans to Assignor unless it receives this Agreement; and

WHEREAS, Assignor is willing to enter into this Agreement in order to induce Lender to extend the Loans to Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make each Loan (including the initial Loans) to Assignor pursuant to the Loan Documents, Assignor agrees, for the benefit of Lender, 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 incorporated by reference) in the Loan Documents.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Lender, Assignor does hereby assign to Lender, and mortgage, pledge and hypothecate to Lender, and grant to Lender for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignor (the "**Trademark Collateral**");

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending

or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in Exhibit A attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in **paragraph (a)**, immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **paragraphs (a) and (b)**, above;

(d) all trademark licenses, including each trademark license referred to in Exhibit B attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Assignor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in Exhibit B attached hereto, and all rights corresponding thereto throughout the world.

The security interests and rights granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests granted to Lender for its benefit under the Security Agreement. Assignor acknowledges and agrees that the Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Perfection. Assignor acknowledges and agrees that this Agreement has been executed and delivered by Assignor for the purpose of registering the security interests of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Assignor further agrees that it will execute and deliver to Lender such security agreements, assignments, and other documents and instruments as Lender may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Lender hereby. Assignor shall also cooperate with Lender in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as Assignor as may be required by Lender in its sole and absolute discretion. Assignor authorizes Lender to execute alone any financing statements or other documents or instruments that Lender may require to perfect, protect or establish any lien or security interest granted to Lender by Assignor hereunder and further authorizes Lender to sign Assignor's name on the same and/or to file or record the same without Assignor's signature thereon. Assignor hereby appoints Lender as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Lender's security interests in the Trademark Collateral. The powers granted to Lender herein, being coupled with an interest, are irrevocable, and Assignor approves and ratifies all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Lender shall not be liable for any act or omission, error in judgment or mistake of law except for Lender's gross negligence or willful misconduct. Assignor agrees to pay the costs of the continuation of Lender's security interests and releases or assignments of Lender's interests granted herein.

SECTION 4. Representations and Warranties; Covenants. Assignor represents, warrants and covenants to Lender, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Assignor has good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for liens and security interests in favor of Lender, and security interests of third parties with respect to which Lender has consented to in writing in advance, all of which as of the date hereof are described on Exhibit B attached hereto. Except as set forth on Exhibit B attached hereto, none of the Trademark Collateral is subject to any prohibition against encumbering, pledging, hypothecating or assigning the same or requires notice or consent in connection therewith;

(b) Neither Assignor's execution nor delivery of this Agreement constitutes a breach of, or a default under, any agreement, undertaking or instrument to which Assignor is a party or by which it or any of the Trademark Collateral may be affected, or would result in the imposition of any lien or other encumbrance on any Trademark Collateral;

(c) During the term of this Agreement Assignor shall continually take such steps as are necessary and prudent to protect the interests of Lender in the Trademark Collateral granted hereunder including, but not limited to, the following:

(i) Maintain books and records relating to the Trademark Collateral satisfactory to Lender and allow Lender or its representatives access to such records and the Trademark Collateral at all reasonable times for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Lender may reasonably require;

(ii) Maintain the Trademark Collateral and the books and records relating to the Trademark Collateral at Assignor's address indicated above, or at such other address as Lender shall permit, in its sole discretion, upon request to Lender contained in an Authenticated Record from Assignor;

(iii) Execute and deliver to Lender such other and further documentation necessary to evidence, effectuate or perfect Lender's security interests in and to the Trademark Collateral;

(iv) Keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for the security interests of Lender pursuant to the terms hereof, and security interests of third parties with respect to which Lender has consented to in writing in advance, all of which as of the date hereof are described on Exhibit B attached hereto, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein;

(v) Neither directly nor indirectly sell, transfer hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise, or grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or grant any rights in or to the Trademark Collateral other than rights to use the Trademark Collateral as described in Exhibit B attached hereto, and the security interests in the Trademark Collateral granted to Lender pursuant to the terms hereof;

SECTION 5. Events Of Default. Any of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) the occurrence of any "Event of Default" under any of the Loan Documents (as defined in the Loan Documents);

(b) the failure of Assignor to perform or comply with any provision of this Agreement and the continuance of such failure beyond any applicable grace and/or notice period provided for herein, if any; or

(c) the occurrence of a material adverse change in the condition, marketability or value of the Trademark Collateral, unless such change is caused by an event for which insurance coverage is in effect and the proceeds of such insurance are paid to Lender.

SECTION 6. Preservation of Trademark Collateral. Assignor agrees that Lender shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Assignor or any other Person. After the occurrence of a Default or an Event of Default, Lender is hereby granted a license or other right to use, without charge, Assignor's labels, trademarks, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Assignor's rights under all licenses and any franchise, sales or distribution agreements shall inure to Lender's benefit for such purposes.

SECTION 7. Rights and Remedies on Default.

(a) Upon the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies of Lender under this Agreement (i) all rights and remedies granted to a Secured party in the UCC, and (ii) all rights and remedies with respect to Collateral granted to Lender under the other Loan Documents, and (iii) all rights and remedies of Lender with respect to the Collateral available under applicable law.

(b) Upon the occurrence of any Event of Default, Lender may, without demand, advertising or notice, all of which Assignor hereby waives (except as the same may be required by law), sell, lease, license, dispose of, deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the UCC). All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Assignor at its address set forth herein or such other address as Assignor may have provided to Lender, in a Record, at least ten (10) days before the time of such sale or disposition. Lender may, if it deems it reasonable, postpone or adjourn any sale of any Trademark Collateral from time to time by an announcement at the time and place of the sale to be so postponed or adjourned without being required to give a new notice of sale; *provided, however,* that Lender shall provide Assignor with written notice of the time and place of such postponed or adjourned sale. Lender may be the purchaser at any such public or private sale, and payment may be made, in whole or in part, in respect of such purchase price by the application of Obligations due from Assignor to Lender. Assignor shall be obligated for, and the proceeds of sale shall be applied first to, the costs of retaking, refurbishing, storing, guarding, insuring,

preparing for sale, and selling the Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Lender in its discretion. Proceeds from the sale or other disposition of Trademark Collateral shall be applied to the payment, in whatever order Lender may elect, of all Obligations of Assignor. Lender shall return any excess to Assignor. Trademark Collateral securing purchase money security interests also secures non-purchase money security interests. Upon request of Lender, following the occurrence of any Event of Default, Assignor will assemble and make the Trademark Collateral available to Lender, at a reasonable place and time designated by Lender. Assignor's failure to take possession of any Trademark Collateral at any time and place reasonably specified by Lender in a Record to Assignor shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Lender in an Authenticated Record delivered to Assignor by Lender.

(c) Lender shall not be responsible to Assignor for loss or damage resulting from Lender's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Assignor to Lender.

(d) After an Event of Default, Assignor (i) will make no change in any Trademark Collateral, and (ii) shall receive as the sole property of Lender and hold in trust for Lender all monies, checks, notes, drafts, and other property (collectively called "Items of Payment") representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Assignor to any third party.

(e) After an Event of Default, Lender may, but shall be under no obligation to: (i) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Lender; (ii) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (iii) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (iv) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

SECTION 8. Expense of Collection and Sale, Lease or License. Assignor agrees to pay all costs and expenses incurred by Lender in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and expenses shall be payable on demand, and shall bear interest at the highest rate charged on any Obligation, payable on demand, from the date of Lender's payment of such costs and expenses until payment in full is made by Assignor, at the default rate of interest described in the Loan Agreement.

SECTION 9. Compliance with Other Laws. Lender may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Assignor hereby acknowledges and agrees that Lender's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

SECTION 10. Warranties on Disposition. Upon the occurrence of an Event of Default, Lender may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties. Lender may specifically disclaim any warranties of title or the like. Assignor hereby acknowledges and agrees this procedure will not be considered to adversely affect the commercial reasonableness of any sale, lease or license of the Trademark Collateral.

SECTION 11. Waiver of Rights by Assignor. Except as may be otherwise specifically provided herein, Assignor waives, to the extent permitted by law, any bonds, security or sureties required by any statute, rule or otherwise by law as an incident to any taking of possession by Lender of any Trademark Collateral. Assignor authorizes Lender, upon the occurrence of an Event of Default, to enter upon any premises owned by or leased to Assignor where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self help, without judicial process and without having first given notice to Assignor or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

SECTION 12. Release of Security Interests. Upon final and indefeasible payment in cash and performance of all Obligations in full, Lender shall, at Assignor's expense, execute and deliver to Assignor all instruments and other documents as may be necessary or proper to release Lender's liens on and security interests in and to the Trademark Collateral that have been granted to Lender hereunder.

SECTION 13. General Provisions.

(a) Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement and the other Loan Documents.

(b) Waivers. Assignor expressly waives notice of nonpayment, demand, presentment, protest or notice of protest in relation to the Loan Documents or the Trademark Collateral. No delay or omission of Lender in exercising or enforcing any of its rights, powers, privileges, options or remedies under this Agreement shall constitute a waiver thereof, and no waiver by Lender of any default by Assignor shall operate as a waiver of any other default.

(c) Remedies Not Exclusive. All rights and remedies of Lender under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other collateral guaranty, right or remedy and may be exercised by Lender at such time or times and in such order as Lender, in its sole and absolute discretion, may determine, and are for the sole benefit of Lender. The exercise or failure to exercise by Lender of such rights and remedies shall not result in liability to Assignor or others except in the event of gross negligence or willful misconduct by Lender, and in no event shall Lender be liable for more than it actually receives as a result of the exercise or failure to exercise such rights and remedies.

(d) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and assigns. It shall be binding upon and shall inure to the benefit of such parties, their successors and assigns. Lender shall have the right, without the necessity of any further consent or authorization by Assignor, to sell, assign, securitize or grant participation in all, or a portion of, Lender's interest in the Trademark Collateral, to other financial institutions

of Lender's choice and on such terms as are acceptable to Lender in its sole and absolute discretion.

(e) Notices. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when received by the party to whom addressed, and shall be addressed as follows, or to such other address as the party affected may hereafter designate:

If to Lender:

Keltic Financial Partners II, LP
Attn: John P Reilly, President and CEO
580 White Plains Road
Suite 610
Tarrytown, New York 10591
Tel: (914) 921-3555 (ext. 208)
Fax: (914) 921-1154

Keltic Financial Partners II, LP
Attn: Oleh Szczupak, Executive Vice President and Chief
Credit Officer
580 White Plains Road, Suite 610
Tarrytown, NY 10591
Tel: (914) 921-3555 (ext. 221)
Fax: (914) 921-1154

With a copy to:

Terrence A. Greiner, Esq.
Terrence A. Greiner P.C.
5687 Main Street
Williamsville, New York 14221
Tel: (716) 626-9993
Fax: (888) 234-4580

If to Assignor:

Castle Brands (USA) Corp.
122 East 42nd Street
Suite 4700
New York, NY 10168
Attn: Chief Operating Officer
Tel: (646) 356-0200
Fax: (646) 356-0222

With a copy to:

Brian L. Heller, Esq.
Senior Vice President--Business and Legal Affairs
Ladenburg Thalmann Financial Services Inc.
4400 Biscayne Blvd.
12th Floor
Miami, FL 33137
Tel: (305) 572-4100
Fax: (305) 572-4199

(f) Strict Performance. The failure, at any time or times hereafter, to require strict performance by Assignor of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of any Default or Event of Default by Assignor under this Agreement or by Borrower or any other Person under any other Loan Document shall not suspend, waive or affect any other Default or Event of Default under this Agreement or any other Loan Document, whether the same is prior or subsequent thereto and whether of the same or a different type.

(g) Construction of Agreement. The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no prescription that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided mutually without regard to events of authorship or negotiation.

(h) WAIVER OF RIGHT TO JURY TRIAL. Assignor and Lender recognize that in matters related to this Agreement, and as it may be subsequently modified and/or amended, any such party may be entitled to a trial in which matters of fact are determined by a jury (as opposed to a trial in which such matters are determined by a federal or state judge). By execution of this Agreement, Assignor and Lender will give up their respective right to a trial by jury. Assignor and Lender each hereby expressly acknowledged that this waiver is entered into to avoid delays, minimize trial expenses, and streamline the legal proceedings in order to accomplish a quick resolution of claims arising under or in connection with this Agreement.

(i) WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ASSIGNOR AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT ASSIGNOR OR LENDER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY, AT ANY TIME ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR ANY TRANSACTION CONTEMPLATED THEREBY OR HEREBY, BEFORE OR AFTER MATURITY.

(ii) CERTIFICATIONS. ASSIGNOR HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF LENDER NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. ASSIGNOR ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO ENTER INTO THE TRANSACTION BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATION HEREIN.

(i) GOVERNING LAW; CONSENT TO JURISDICTION.

(i) GOVERNING LAW. THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY LENDER AND ACCEPTED BY ASSIGNOR IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREIN, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL

BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE APPLICABLE INDIVIDUAL PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE VALIDITY AND THE ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, LENDER AND ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT AND THE OBLIGATIONS, AND THIS AGREEMENT AND THE OBLIGATIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(ii) CONSENT TO JURISDICTION. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR ASSIGNOR, ANY GUARANTOR OR OTHER PARTY TO THIS TRANSACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN THE SOLE OPTION OF LENDER IN ANY FEDERAL OR STATE COURT LOCATED IN ERIE COUNTY, NEW YORK OR WESTCHESTER COUNTY, NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW; HOWEVER, LENDER MAY, AT ITS OPTION, COMMENCE ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION TO OBTAIN POSSESSION OF OR FORECLOSE UPON ANY COLLATERAL, TO OBTAIN EQUITABLE RELIEF OR TO ENFORCE ANY JUDGMENT OR ORDER OBTAINED BY LENDER AGAINST ASSIGNOR OR ANY GUARANTOR OR WITH RESPECT TO ANY COLLATERAL, IF ANY, TO ENFORCE ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT OR TO OBTAIN ANY OTHER RELIEF DEEMED APPROPRIATE BY LENDER, AND LENDER AND ASSIGNOR WAIVE ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND LENDER AND ASSIGNOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. ASSIGNOR REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS CONSENT TO JURISDICTION PROVISION WITH ITS LEGAL COUNSEL, AND HAS MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY.

(j) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(k) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(l) Exhibits and Schedules. All of the Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

(m) Entire Agreement; Amendments; Lender's Consent. This Agreement (including the Exhibits hereto) supersedes, with respect to their subject matter, all prior and contemporaneous agreements, understandings, inducements or conditions between the respective parties, whether express or implied, oral or written. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in a Record Authenticated by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(n) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, Assignor hereto has caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

CASTLE BRANDS (USA) CORP.

By: 

Name: Andrew S. Sullivan

Title: CFO

KELTIC FINANCIAL PARTNERS II, LP
By: KELTIC FINANCIAL SERVICES,
LLC,

its general partner

By: _____

Name: John P. Reilly

Title: President and CEO

(k) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(l) Exhibits and Schedules. All of the Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

(m) Entire Agreement; Amendments; Lender's Consent. This Agreement (including the Exhibits hereto) supersedes, with respect to their subject matter, all prior and contemporaneous agreements, understandings, inducements or conditions between the respective parties, whether express or implied, oral or written. No amendment or waiver of any provision of this Agreement, nor consent to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in a Record Authenticated by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(n) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, Assignor hereto has caused this Agreement to be duly executed and delivered by its officer duly authorized as of the day and year first above written.

CASTLE BRANDS (USA) CORP.

By: _____
Name:
Title:

KELTIC FINANCIAL PARTNERS II, LP
By: **KELTIC FINANCIAL SERVICES,**
LLC,
its general partner

By:  _____
Name: **John P. Reilly**
Title: **President and CEO**

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS**

See attached.

**EXHIBIT B
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT
LICENSES OF, AND LIENS AND ENCUMBRANCES ON, TRADEMARK
COLLATERAL**

None.

TRADEMARK REPORT

KNAPPOGUE CASTLE
CASTLE BRANDS INC. (FLORIDA)

AUSTRALIA
Trademark
App. Pending

APP No: 1417417

03/30/2011

Renewal Due: 03/30/2021

Class: NT 33

Goods: Alcoholic beverages

our ref: 755,720

KNAPPOGUE CASTLE
CASTLE BRANDS INC. (FLORIDA)

NEW ZEALAND
Trademark
App. Pending

APP No: 839403

03/30/2011

Renewal Due: 03/30/2021

Class: NT 33

Goods: Alcoholic beverages

our ref: 755,721

BETTS & SCHOLL
CASTLE BRANDS (USA) CORP.

UNITED STATES
Trademark
App. Pending

APP No: 85/255027

03/31/2011

Class: m 33

Goods: Wine

Claims use and in commerce since June 1, 2004.

our ref: 875,337

CELTIC CROSSING
CASTLE BRANDS INC. (DELAWARE)

MEXICO
Trademark
Registered

REG No: 988053

06/24/2005

Renewal Due: 06/24/2015

APP No: 979503

09/29/2004

Class: m 33

Goods: Alcoholic beverages

our ref: 738,444

TRADEMARK REPORT

BORU

CASTLE BRANDS INC. (DELAWARE)

REG No: 906189

10/28/2005

Renewal Due: 09/29/2011

APP No: 579602

09/29/2004

MEXICO
Trademark
Registered

Class: int 33

Goods: Alcoholic beverages.

our ref: 736,443

BORU

CASTLE BRANDS INC. (FLORIDA)

APP No: 633402

03/30/2011

Renewal Due: 03/30/2011

NEW ZEALAND
Trademark
App. Pending

Class: int 33

Goods: Alcoholic beverages.

our ref: 755,718

JEFFERSON'S FIGURINE

CASTLE BRANDS INC. (FLORIDA)

Class: int 33

Goods: Alcoholic beverages.

CHINA
Trademark
App. Pending

our ref: 756,340

CLONTARF

CASTLE BRANDS INC. (DELAWARE)

REG No: 004056644

01/17/2006

Renewal Due: 09/30/2014

APP No: 004056644

09/30/2004

EUROPEAN COMMUNITY

Trademark
Registered

Classes: int 32, 33, 35

Goods/Services: 32: Soft, mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages; in Class 32. Alcoholic beverages, in class 33; Distributor (not transport) services in the field of alcoholic beverages; advertising and promotional services; retail store services in the field of alcoholic beverages; and retail store services via the internet; in Class 35.

our ref: 736,441

TRADEMARK REPORT

BORU

CASTLE BRANDS INC. (FLORIDA)

APP No: 1417418

03/30/2011

Renewal Due: 03/30/2011

Class: NT 33

Goods: Alcoholic beverages.

AUSTRALIA
Trademark
App. Pending

our ref: 755,719

BORU

CASTLE BRANDS INC. (DELAWARE)

REG No: TMA766184

05/10/2010

Renewal Due: 05/10/2010

APP No: 1231306

09/23/2004

Class:

Goods: Alcoholic beverages, namely, vodka.
Declaration of Use filed March 23, 2010.

CANADA
Trademark
Registered

our ref: 736,438

BORU

CASTLE BRANDS INC. (DELAWARE)

REG No: 004056566

09/23/2009

Renewal Due: 09/23/2014

APP No: 004056566

09/30/2004

Class: Int 32, 33, 35

Goods/Services: Beers; non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages; in Class 32. Alcoholic beverages, in Class 33; Distributor (not transport) services in the field of alcoholic beverages; advertising and promotional services; retail store services in the field of alcoholic beverages; and retail store services via the internet, in Class 35.

EUROPEAN COMMUNITY
Trademark
Registered

our ref: 736,460

CLONTARE

CASTLE BRANDS INC. (DELAWARE)

REG No: 668059

06/24/2008

Renewal Due: 06/24/2014

APP No: 679504

09/28/2004

Class: nt 33

Goods: Alcoholic beverages.

MEXICO
Trademark
Registered

our ref: 736,445

TRADEMARK REPORT

I WILL NOT DRINK BAD WINE
CASTLE BRANDS (USA) CORP.

UNITED STATES
Trademark
App. Pending

APP No: 85/254892

03/01/2011

Class: int 33

our ref: 875.336

Goods: Wine.

---Claims use and in commerce since August 25, 2010.

JEFFERSON'S
CASTLE BRANDS INC. (FLORIDA)

CHINA
Trademark
App. Pending

Class: int 33

our ref: 756.399

Goods: Alcoholic beverages

JEFFERSON'S IN CHINESE CHARACTERS
CASTLE BRANDS INC. (FLORIDA)

CHINA
Trademark
App. Pending

Class: int 33

our ref: 756.426

Goods: Alcoholic beverages

杰斐逊

TRADEMARK REPORT

RECLAIM THE SPIRIT

CASTLE BRANDS INC. (DELAWARE)

EUROPEAN COMMUNITY

REG No: 005348561
APP No: 005348561

10/06/2010
10/02/2006

Renewal Due: 10/02/2016

Trademark
Registered

Class: INT 33, 35

our ref: 743,413

Goods/Services: Alcoholic beverages, in class 33; Distributor (not transport) services in the field of alcoholic beverages; advertising and promotional services; retail store services in the field of alcoholic beverages; and retail store services of alcoholic beverages via the internet, in class 35.

RECLAIM THE SPIRIT

CASTLE BRANDS INC. (DELAWARE)

UNITED STATES

REG No: 3402361
APP No: 77/008070

03/25/2008
09/26/2006

Renewal Due: 03/25/2013
USE APP. DUE: 09/26/2014

Trademark
Registered

Class: INT 33

our ref: 871,841

Goods: Alcoholic beverages, namely vodka.
-----First use and in commerce April 2007.

BETTS & SCHOLL

CASTLE BRANDS (USA) CORP.

UNITED STATES

APP No: 85/255027

03/01/2011

Trademark
App. Pending

Class: int 33

our ref: 875,337

Goods: Wine.
-----Claims use and in commerce since June 1, 2004.

CLONTARF

CASTLE BRANDS INC. (DELAWARE)

UNITED STATES

REG No: 3086292
APP No: 79/625051

04/25/2006
05/06/2005

Renewal Due: 04/25/2011
USE APP. DUE: 04/25/2012

Trademark
Registered

Class: INT 33

our ref: 740,295

Goods: Alcoholic beverages, namely, whiskey.
-----First use November 1999; in commerce December 2000.
-----Owner of U.S. Reg. No. 2831097 dated April 13, 2004.

TRADEMARK REPORT

BRADY'S

CASTLE BRANDS INC. (DELAWARE)

REG No: 150566
APP No: 2005-52964

10/30/2005
08/12/2005

Renewal Due: 10/30/2012

DOMINICAN REPUBLIC

Trademark
Registered

Class: Int 33

our ref: 741,036

Goods: All goods in class

BRADY'S

CASTLE BRANDS INC. (DELAWARE)

REG No: 004066602
APP No: 004066602

02/21/2006
09/30/2004

Renewal Due: 09/30/2014

EUROPEAN COMMUNITY

Trademark
Registered

Classes: Int 32, 33, 35

our ref: 736,442

Goods/services: Beers; mineral and aerated waters and other non-alcoholic drinks, fruit drinks and fruit juices; syrups and other preparations for making beverages in class 32; Alcoholic beverages in class 33; Distributor (not transport) services in the field of alcoholic beverages; advertising and promotional services; retail store services in the field of alcoholic beverages; and retail store services via the internet in class 35.

BRADY'S

CASTLE BRANDS INC. (DELAWARE)

REG No: 931757
APP No: 763561

04/27/2006
02/01/2006

Renewal Due: 02/01/2016

MEXICO

Trademark
Registered

Class: Int 33

our ref: 741,992

Goods: Alcoholic beverages (except beer).

BRADY'S

CASTLE BRANDS (USA) CORP.

REG No: 2672936
APP No: 76515457

08/10/2004
05/19/2003

Renewal Due: 08/10/2014

UNITED STATES
SUPPLEMENTAL REGISTER

Registered

Class: Int 33

our ref: 983,430

Goods: Liqueur.

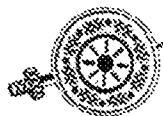
-----First use and in Commerce February 1, 2004.

-----Merger from Great Spirits Company LLC to Great Spirits Corp. recorded December 9, 2003.

-----Change of name from GREAT SPIRITS CORP. to CASTLE BRANDS (USA) CORP. recorded January 10, 2011 reel/frame 4449/0750.

-----Sec. 8 Affidavit accepted January 13, 2011.

TRADEMARK REPORT



SHIELD AND SWORD DESIGN II
CASTLE BRANDS INC. (DELAWARE)

REG No: 004549556
APP No: 004549556

08/03/2006
07/18/2005

Renewal Due: 07/08/2015

EUROPEAN COMMUNITY
Trademark
Registered

Classes: Int 32, 33, 35

our ref: 740,297

Goods: Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages in Class 32; Alcoholic beverages (except beers) in Class 33; Distributor (not transport) services in the field of alcoholic beverages, advertising and promotional services; retail store services in the field of alcoholic beverages; and retail store services via the internet in Class 35.



SHIELD AND SWORD DESIGN II
CASTLE BRANDS INC. (DELAWARE)

REG No: 3167695
APP No: 78/626768

11/07/2006
05/10/2005

Renewal Due: 11/07/2012
USE APP. DUE: 11/07/2012

UNITED STATES
Trademark
Registered

Class: Int 33

our ref: 740,296

Goods: Alcoholic beverages, namely, vodka and whiskey.
—Claims use since November 1999; in commerce since December 2000.



TRINITY BOTTLE DESIGN
CASTLE BRANDS INC. (DELAWARE)

REG No: 004056735
APP No: 004056735

01/17/2006
09/30/2004

Renewal Due: 09/30/2014

EUROPEAN COMMUNITY
Trademark
Registered

Classes: Int 21, 32, 33

our ref: 736,450

Goods: Household or kitchen containers (not of precious metal or coated therewith), glassware, porcelain and earthenware not included in other classes, in class 21; Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages, in class 32. Alcoholic beverages, in Class 33.



TRINITY BOTTLE DESIGN
CASTLE BRANDS INC. (DELAWARE)

REG No: 3119824
APP No: 78/624236

07/25/2006
05/05/2005

Renewal Due: 07/25/2012
USE APP. DUE: 07/25/2012

UNITED STATES
Trademark
Registered

Class: INT 33

our ref: 736,449

Goods: Alcoholic beverages, namely, vodka and whiskey.
—First use and in commerce September 2003.

TRADEMARK REPORT

CASTLE DESIGN (COLOR)

CASTLE BRANDS INC. (DELAWARE)

REG No: 3244037
APP No: 78/774532

05/22/2007
12/15/2005

Renewal Due: 05/22/2017
USE AFF. DUE 05/22/2013

UNITED STATES

Trademark

Registered

Class: INT 35

our ref: 871,238

Services: Distributorship services in the field of alcoholic beverages, namely, the importation and marketing of alcoholic beverages.

-----Claims use and in commerce since March 2004.

-----The colors black, white and gold are claimed as a feature of the mark.

CC: I WILL NOT DRINK BAD WINE (LABEL)

CASTLE BRANDS (USA) CORP.

APP No: 85/254972

03/01/2011

UNITED STATES

Trademark

App. Pending

Class: Int 33

our ref: 875,335

Goods: Wine

-----Claims use and in commerce since August 25, 2010.

TRADEMARK REPORT

CELTIC HONEY

CASTLE BRANDS INC. (FLORIDA)

AUSTRALIA

Trademark
App. Pending

APP No: 1417419

03/30/2011

Renewal Due: 03/30/2021

Class: INT 33

our ref: 755,716

Goods: Alcoholic beverages.

CELTIC HONEY

CASTLE BRANDS INC. (FLORIDA)

EUROPEAN COMMUNITY

Trademark
App. Pending

APP No: 009683556

04/04/2011

Renewal Due: 04/04/2021

Classes: int 32, 33, 35

our ref: 755,715

Goods/Services: Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages, in class 32; Alcoholic beverages (except beers), in class 33; Distributor (not transport) services in the field of alcoholic beverages, advertising and promotional services; retail store services in the field of alcoholic beverages; and retail store services via the internet, in class 35.

CELTIC HONEY

CASTLE BRANDS INC. (FLORIDA)

NEW ZEALAND

Trademark
App. Pending

APP No: 839401

03/30/2011

Renewal Due: 03/30/2021

Class: INT 33

our ref: 755,717

Goods: Alcoholic beverages.

CELTIC HONEY

CASTLE BRANDS INC. (DELAWARE)

UNITED STATES

Trademark
App. Pending

APP No: 85/099436

03/03/2010

Class: int 33

our ref: 674,936

Goods: Liqueur;
-----Claims intent to use.

TRADEMARK REPORT

CASTLE BRANDS
CASTLE BRANDS INC. (DELAWARE)

REG No: 004056611
APP No: 004056611

08/22/2008
09/30/2004

Renewal Due: 09/30/2014

EUROPEAN COMMUNITY
Trademark
Registered

Classes: INT 33, 35

our ref: 736,447

Goods/services: Alcoholic beverages, in Class 33; Distributor services (not transport) in the field of alcoholic beverages; advertising and promotional services; retail store services in the field of alcoholic beverages; and retail store services via the internet, in Class 35.

CASTLE BRANDS
CASTLE BRANDS INC. (DELAWARE)

REG No: 3307458
APP No: 78624149

02/13/2007
05/05/2005

Renewal Due: 02/13/2013
USE AFF. DUE 02/13/2013

UNITED STATES
Servicemark
Registered

Class: INT 35

our ref: 736,448

Services: Distributorship services in the field of alcoholic beverages other than wines.
-----Claims used in commerce since February 12, 2004.
-----Power of U.S. Reg. No. 2904897.
-----Disclaimer: No claim is made to the exclusive right to use "BRANDS" apart from the mark.

CASTLE DESIGN (B&W)
CASTLE BRANDS INC. (DELAWARE)

REG No: 004820973
APP No: 004820973

05/08/2007
12/20/2005

Renewal Due: 12/20/2015

EUROPEAN COMMUNITY
Servicemark
Registered

Classes: INT 32, 33, 35

our ref: 741,767

Goods/Services: Beers, mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages in Class 32; Alcoholic beverages (except beers) in Class 33; Distributor (not transport) services in the field of alcoholic beverages; advertising and promotional services; retail store services in the field of alcoholic beverages; and retail store services via the internet in Class 35.

CASTLE DESIGN (B&W)
CASTLE BRANDS INC. (DELAWARE)

REG No: 3244036
APP No: 78774496

05/22/2007
12/15/2005

Renewal Due: 05/22/2013
USE AFF. DUE 05/22/2013

UNITED STATES
Trademark
Registered

Class: INT 35

our ref: 871,203

Services: Distributorship services in the field of alcoholic beverages, namely, the importation and marketing of alcoholic beverages.
-----Claims Use and in commerce since March 2004.