

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416670

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Russian Standard Intellectual Property Holding AG		02/17/2017	Aktiengesellschaft (Ag): SWITZERLAND
CEDC International Sp. z.o.o.		02/17/2017	Limited Liability Company: POLAND
CJSC "Roust Inc."		02/17/2017	Corporation: RUSSIAN FEDERATION

RECEIVING PARTY DATA

Name:	TMF TRUSTEE LIMITED
Street Address:	6 St. Andrew Street
Internal Address:	Fifth Floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4 3AE
Entity Type:	Corporation: UNITED KINGDOM

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3748508	PYCCKNN CTAHDAPT PLATINUM
Registration Number:	3748509	RUSSIAN STANDARD PLATINUM
Registration Number:	3791750	PYCCKNN CTAHDAPT ST. PETERSBURG VODKA 18
Registration Number:	3862217	
Registration Number:	3843619	
Registration Number:	3345092	RUSSIAN STANDARD
Registration Number:	3565846	
Registration Number:	3389707	
Registration Number:	4112159	PYCCKNN CTAHDAPT GOLD
Registration Number:	4109155	RUSSIAN STANDARD GOLD
Registration Number:	5090212	SOPLICA HAZELNUT VODKA WITH NATURAL AND
Registration Number:	4949315	
Registration Number:	4807246	ZUBRÓWKA ZU BIALA
Registration Number:	4208476	GRADUATE LUXURY VODKA B 1928

CH \$715.00 3748508

Property Type	Number	Word Mark
Registration Number:	3754767	ZUBROWKA BISON BRAND
Registration Number:	3757655	ZUBRÓWKA
Registration Number:	3024645	GRADUATE
Registration Number:	3913086	ZUBROWKA ZU THE ORIGINAL BISON GRASS FLA
Registration Number:	3864868	ZU
Registration Number:	3610553	
Registration Number:	3109598	PALACE VODKA
Registration Number:	3396813	ZUBROWKA BISON BRAND
Registration Number:	2858179	ZUBROWKA BISON VODKA
Serial Number:	77824914	PYCCKNN CTAHDAPT ST. PETERSBURG VODKA RU
Serial Number:	77824897	PYCCKNN CTAHDAPT GOLD
Serial Number:	77824890	PYCCKNN CTAHDAPT ST. PETERSBURG VODKA PL
Serial Number:	87146590	ZUBROWKA BISON GRASS ZU
Serial Number:	87278080	SOPLICA CHERRY VODKA WITH NATURAL AND AR

CORRESPONDENCE DATA

Fax Number: 2127352000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 154070/14

NAME OF SUBMITTER: Rebecca Rodal

SIGNATURE: /rebecca rodal/

DATE SIGNED: 02/18/2017

Total Attachments: 10

source=EXECUTION Trademark Security Agreement (Short Form)#page1.tif
source=EXECUTION Trademark Security Agreement (Short Form)#page2.tif
source=EXECUTION Trademark Security Agreement (Short Form)#page3.tif
source=EXECUTION Trademark Security Agreement (Short Form)#page4.tif
source=EXECUTION Trademark Security Agreement (Short Form)#page5.tif
source=EXECUTION Trademark Security Agreement (Short Form)#page6.tif
source=EXECUTION Trademark Security Agreement (Short Form)#page7.tif
source=EXECUTION Trademark Security Agreement (Short Form)#page8.tif
source=EXECUTION Trademark Security Agreement (Short Form)#page9.tif
source=EXECUTION Trademark Security Agreement (Short Form)#page10.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated February 17, 2017, is made by Russian Standard Intellectual Property Holding AG ("RSIPH"), with its principal address at Bosch 37, 6331 Hunenberg; CEDC International Sp. z.o.o. ("CEDC"), with its principal address at ul. Bobrowiecka 6, 00-728 Warszawa; and CJSC "Roust Inc." ("CJSC"), with its principal address at Novoorlovskaya Street 5, Moscow 119633 (collectively, the "Grantors") in favor of TMF TRUSTEE LIMITED, as Security Agent for the Secured Parties (as defined in the Indenture referred to below) (the "Security Agent").

Reference is made to the Indenture, dated as of February 17, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Indenture"), among, among others, ROUST CORPORATION, a company incorporated under the laws of New York, CEDC CORPORATION INTERNATIONAL, a company incorporated under the laws of New York, the other guarantors from time to time party thereto, BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED, as trustee, THE BANK OF NEW YORK MELLON (LUXEMBOURG) S.A., as registrar, transfer agent, paying agent, MBANK S.A., as Polish security agent, and the Security Agent.

WHEREAS, as a condition precedent to the effectiveness of the Indenture, each Grantor has executed and delivered that certain Intellectual Property Security Agreement dated February 17, 2017, made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Indenture and Security Agreement and not otherwise defined herein are used herein as defined in the Indenture and Security Agreement. For purposes of this Trademark Security Agreement, (A) "Trademarks" shall mean, collectively, (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country, and all extensions or renewals thereof, including, with respect to any Grantor, those listed in Section III of the IP Perfection Certificate as owned by such Grantor, and (b) all (i) rights and privileges arising under applicable law with respect to any of the items referenced in clause (a), (ii) extensions and renewals thereof and amendments thereto,

(iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements or dilutions thereof, and (B) "Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (not including vendor or distribution agreements that allow incidental use of intellectual property rights in connection with the sale or distribution of such products or services).

SECTION 2. Grant of Security. Each Grantor hereby grants and hereby undertakes to grant to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to or under any and all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

a) (1) all Trademarks owned by RSIPH, including, in any event, the Trademarks set forth on Schedule A attached hereto;

(2) all Trademarks registered, applied-for or otherwise held in the United States and owned by CEDC or CJSC, including, in any event, the Trademarks set forth on Schedule A attached hereto; and

b) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property, including any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting trademark registration.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security 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 one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Termination. This Trademark Security Agreement shall terminate upon payment in full of the Secured Obligations (other than in respect of unasserted indemnification obligations and other obligations that survive the termination of this Trademark Security Agreement, in each case, not yet due and payable) or release of the Security Interest in the Trademark Collateral in accordance with Section 6.12 of the Security Agreement.

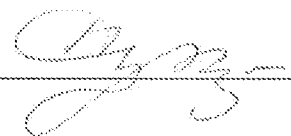
SECTION 8. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE SECURITY INTEREST CREATED HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

**RUSSIAN STANDARD INTELLECTUAL
PROPERTY HOLDING AG,**
as a Grantor

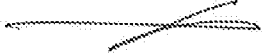
By: _____
Name: Nelia Nouriakhmetova
Title: Director



[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005992 FRAME: 0567**

CEDC INTERNATIONAL SP. Z O.O.,
as a Grantor

By: 
Name: Goran Ljubičić
Title: Chairman of the Management Board

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005992 FRAME: 0568

CJSC "ROUST INC."
as a Grantor

By: 
Name: Ilya Blinov
Title: General Director of the Management
Company JSC "Roust Russia"

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005992 FRAME: 0569

TMF TRUSTEE LIMITED, as Security
Agent and Grantee

By: 

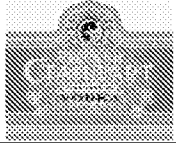
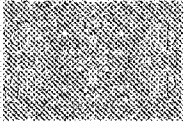


Name: Sue Lawrence
Title: Director


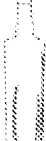
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005992 FRAME: 0570

SCHEDULE A

Trademark Registrations and Applications

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>	<u>OWNER</u>
РУССКИЙ СТАНДАРТ PLATINUM	3748508	16.02.2010	Russian Standard Intellectual Property Holding AG
RUSSIAN STANDARD PLATINUM	3748509	16.02.2010	Russian Standard Intellectual Property Holding AG
	3791750	25.05.2010	Russian Standard Intellectual Property Holding AG
	3862217	12.10.2010	Russian Standard Intellectual Property Holding AG
	3843619	07.09.2010	Russian Standard Intellectual Property Holding AG
RUSSIAN STANDARD	3345092	27.11.2007	Russian Standard Intellectual Property Holding AG
РУССКИЙ СТАНДАРТ	3565846	20.01.2009	Russian Standard Intellectual Property Holding AG
	3389707	26.08.2008	Russian Standard Intellectual Property Holding AG
RUSSIAN STANDARD GOLD	4112159	06.03.2012	Russian Standard Intellectual Property Holding AG
РУССКИЙ СТАНДАРТ GOLD	4109155	06.03.2012	Russian Standard Intellectual Property Holding AG
РУССКНН СТАНДАРТ ST. PETERSBURG VODKA RUSSIAN STANDARD ST. PETERSBURG 1894 RUSSIAN VODKA STANDARD & Bottle Design	(77824914)	(9/11/2009)	CJSC "Roust Inc." and Russian Standard Intellectual Property Holding AG
РУССКНН СТАНДАРТ GOLD & Design	(77824897)	(9/11/2009)	CJSC "Roust Inc." and Russian Standard Intellectual Property Holding AG

CCKNN CTAHDAPT ST. PETERSBURG VODKA PLATINUM ST. PETERSBURG 189 & Design	(77824890)	(9/11/2009)	CJSC "Roust Inc." and Russian Standard Intellectual Property Holding AG
ZUBROWKA BISON GRASS ZU & Design	(87146590)	(8/22/2016)	CEDC International Sp. z o.o.
SOPLICA CHERRY VODKA WITH NATURAL AND ARTIFICIAL FLAVORS PRODUCED SINCE 1891 & Design	(87278080)	(12/22/2016)	CEDC International Sp. z o.o.
SOPLICA HAZELNUT VODKA WITH NATURAL AND ARTIFICIAL FLAVORS PRODUCED SINCE 1891 & Design	5090212	11/29/2016	CEDC International Sp. z o.o.
 (Design Only)	4949315	5/3/2016	CEDC International Sp. z o.o.
ZUBRÓWKA ZU BIAŁA & Design	4807246	9/8/2015	CEDC International Sp. z o.o.
GRADUATE LUXURY VODKA B 1928 & Design	4208476	9/18/2012	CEDC International Sp. z o.o.
SOPLICA	3237705	5/1/2007	CEDC International Sp. z o.o.
SOPLICA POLSKA WÓDKA DISTINCTIVE POLISH SPIRIT GNIEZNO 1891 & Design	3647635	6/30/2009	CEDC International Sp. z o.o.
ZUBROWKA BISON BRAND & Design	3754767	3/2/2010	CEDC International Sp. z o.o.
ZUBRÓWKA & Design	3757655	3/9/2010	CEDC International Sp. z o.o.
GRADUATE	3024645	12/6/2005	CEDC International Sp. z o.o.
ZUBROWKA ZU THE ORIGINAL BISON GRASS FLAVORED VODKA PRODUCT OF POLAND FROM THE FINEST SELECT GRAIN & Design	3913086	2/1/2011	CEDC International Sp. z o.o.
ZU & Design	3864868	10/19/2010	CEDC International Sp. z o.o.
 (Design Only)	3610553	4/21/2009	CEDC International Sp. z o.o.

PALACE VODKA & Design	3109598	6/27/2006	CEDC International Sp. z o.o.
ZUBROWKA BISON BRAND & Design	3396813	3/18/2008	CEDC International Sp. z o.o.
ZUBROWKA BISON VODKA & Design	2858179	6/29/2004	CEDC International Sp. z o.o.