

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548478

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of License Agreements
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stoli Group (USA), LLC		11/05/2019	Limited Liability Company: DELAWARE
S.P.I Spirits (Cyprus) Limited		11/05/2019	Limited Corporation: CYPRUS
ZHS IP Americas Sàrl		11/05/2019	Société à Responsabilité Limitée (Sàrl): SWITZERLAND

## RECEIVING PARTY DATA

<b>Name:</b>	Citizens Bank, NA
<b>Street Address:</b>	28 State Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	4080771	FROM THE HOUSE OF STOLICHNAYA
Registration Number:	3822724	S
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:	3236313	STOLICHNAYA STOLI CRANBERI CRANBERRY FLA
Registration Number:	2915969	STOLI CRANBERI
Registration Number:	3861810	STOLI GALA APPLIK
Registration Number:	3076475	STOLI OHRANJ
Registration Number:	3076407	STOLI OHRANJ
Registration Number:	3526585	STOLI PEACHIK
Registration Number:	3883661	STOLICHNAYA STOLI POMEGRANIK POMEGRANATE
Registration Number:	2204355	STOLICHNAYA STOLI RAZBERI

OP \$990.00 4080771

TRADEMARK

Property Type	Number	Word Mark
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:	2455605	STOLICHNAYA GOLD
Registration Number:	2317475	STOLICHNAYA
Registration Number:	1852552	STOLICHNAYA RUSSIAN VODKA
Registration Number:	1988911	STOLICHNAYA OHRANJ
Registration Number:	4126541	STOLICHNAYA STOLICHNAYA
Registration Number:	2202991	STOLICHNAYA STRASBERI
Registration Number:	2857139	STOLICHNAYA VANIL
Registration Number:	865462	STOLICHNAYA
Registration Number:	1291454	STOLICHNAYA
Registration Number:	3236314	STOLICHNAYA STOLI CRANBERI CRANBERRY FLA

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jay daSilva

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 1149406 TM IPSA

**NAME OF SUBMITTER:** Janet Wamsley

**SIGNATURE:** /Janet Wamsley/

**DATE SIGNED:** 11/07/2019

**Total Attachments: 9**

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**CITIZENS BANK, N.A.**  
**28 State Street**  
**Boston, MA 02109**

November 5, 2019

S.P.I. Spirits (Cyprus) Limited  
Kanika Business Center  
Office 301, 319  
28<sup>th</sup> October Street  
Limassol 3105, Cyprus

ZHS IP Americas Sàrl  
Avenue Reverdil 14  
1260 Nyon, Switzerland

Stoli Group (USA), LLC  
135 E. 57<sup>th</sup> Street  
New York, New York 10022

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

Ladies and Gentlemen:

Reference is made to (i) that certain License Agreement, executed on June 24, 2016 and effective as of December 14, 2015 (the "*ZHS License Agreement*"), between ZHS IP Americas S.à.r.l. (the "*Trademark Owner*") and S.P.I. Spirits (Cyprus) Limited, a company registered under the laws of Cyprus (the "*Supplier*") and (ii) that certain Amended and Restated Supply, Distribution, and Licensing Agreement No. CT/SPISCL/STOLIUSA/15-001, effective as of January 1, 2014, between the Supplier and Stoli Group (USA), LLC, a Delaware limited liability company (the "*Licensee*") (the "*Stoli Licensing Agreement*"; the Stoli Licensing Agreement and the ZHS License Agreement, together with any amendments, restatements, modifications or supplements thereto, are hereinafter referred to, collectively, as the "*Licensing Agreements*").

Pursuant to the Licensing Agreements, the Trademark Owner has granted to the Supplier, and the Supplier has in turn granted to the Licensee, an exclusive distributorship and license to use certain trademarks and other intellectual property owned by or otherwise under the exclusive control of the Supplier and/or the Trademark Owner in the distribution and sale of certain merchandise in the 'Territory' (including, without limitation, the United States and its territories and possessions) as further defined in the Stoli Licensing Agreement (the "*Territory*"), including those certain trademarks owned by the Trademark Owner

(and licensed to the Licensee by the Supplier) as set out in Addendum 1 to the Stoli Licensing Agreement (the "*Intellectual Property*").

A certain Credit Agreement and financing agreements dated as of the date hereof (together with the other "Loan Documents" as defined in such Credit Agreement, as such agreements may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Financing Agreements*"), have been entered into among Citizens Bank, N.A., as lender (the "*Lender*"), and Licensee, pursuant to which Licensee granted to Lender a first priority security interest and general lien on certain of Licensee's assets, including (i) 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 and (ii) a license to use the Intellectual Property for the purpose of enabling the Lender to exercise rights and remedies under the Financing Agreements (collectively, the "*Security Interest*").

1. *Rights Upon Event of Default.* Notwithstanding any contrary terms or provisions of the Licensing Agreements, and at any time during the term of the Licensing Agreements, and surviving the termination of either Licensing Agreement for any reason, in the event that any Event of Default has occurred and is continuing (and has not been cured or waived in accordance with the Financing Agreements) 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 any Licensing Agreement by the Supplier, the Trademark Owner, or the Licensee), the Licensee, the Trademark Owner, and the Supplier each hereby agree that the Lender shall have the irrevocable right and the non-exclusive sub-license to use the Intellectual Property within the Territory, and 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 the Licensee, the Trademark Owner, or the Supplier. It is understood and agreed by the parties hereto that the Lender shall have no obligation, undertaking or liability under the Licensing Agreements of any kind whatsoever.

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

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

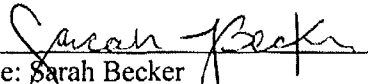
7. *Governing Law/Submission to Jurisdiction/Waiver of Jury Trial.* This Agreement shall be governed by the laws of the State of New York. Any legal action or proceeding with respect to this Agreement shall be brought exclusively in the courts of the State of New York located in the city of New York, Borough of Manhattan, or in 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. The Licensee, the Trademark Owner, and the Supplier each 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 the Licensee, the Trademark Owner, and the Supplier hereby agree that a final judgment in any 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 the Lender to serve process in any other manner permitted by applicable requirements of law or commence legal proceedings or otherwise proceed against any of the Licensee, the Trademark Owner or the 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]

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

Very truly yours,

CITIZENS BANK, N.A., as the Lender

By:   
Name: Sarah Becker  
Title: Vice President

Address for Notice:

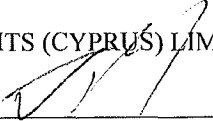
Madison Burns, Portfolio Manager, AVP  
437 Madison Avenue  
New York, NY 10022  
Mailstop: NYCM18  
212-699-6919

[Signature Page to License of Intellectual Property Letter Agreement]

**TRADEMARK**  
**REEL: 006790 FRAME: 0582**

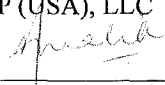
Agreed and accepted as of the date above first written:

S.P.I. SPIRITS (CYPRUS) LIMITED

By:   
Name: Oleg Gusev  
Title: director

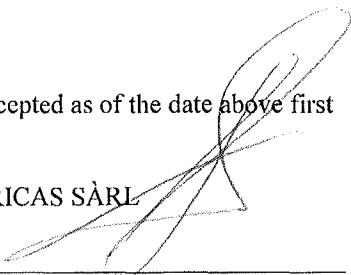
Agreed and accepted as of the date above first written:

STOLI GROUP (USA), LLC

By:   
Name: Namita Malik  
Title: CEO

Agreed and accepted as of the date above first written:

ZHS IP AMERICAS SÀRL

By:   
Name: Alexey Olynyk  
Title: director



Address for Notices:

S.P.I Spirits (Cyprus) Limited  
Attn: The Directors  
CC: Andrey Pointsev, Legal Advisor

301, 319A Kanika Business Center, 28th October Street  
Limassol, 3105 Cyprus

Address for Notice:

Stoli Group (USA), LLC  
135 East 57<sup>th</sup> Street, 9<sup>th</sup> floor  
New York City, NY 10022  
Attention: Namita Malik, Chief Financial Officer  
Telephone: (212) 858-9090  
E-mail: nmalik@stoli.com

*with a copy to:*

Stoli Group S.à r.l.  
44 rue de la Vallée  
2661 Luxembourg, Luxembourg  
Attention: Sarah Hensen, International Legal Counsel  
Telephone: +352 24695143  
E-mail: sarah.hensen@spi-group.com

Address for Notice:

ZHS IP Americas Sàrl  
Alexey Oliynik, Manager  
Avenue Reverdil 14  
1260 Nyon Switzerland

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## Schedule 1

## Trademark Registrations/Applications

COUNTRY	REG. OWNER	TRADEMARK	REG. NUMBER	DATE OF REG.	CLASS	APPL. NUMBER	DATE OF APPL.
USA	Spirits International B.V.	FROM THE HOUSE OF STOLICHNAY A WORD	4,080,771	03/01/2012	33	85031409	06/05/2010
USA	Spirits International B.V.	S DESIGN	3,822,724	20/07/2010	33	77/647692	12/01/2009
USA	Spirits International B.V.	STOLI BLAKBERI WORD	3,620,153	12/05/2009	33	77/296,216	04/10/2007
USA	Spirits International B.V.	STOLI BLUEBERI LABEL	3,341,339	20/11/2007	33	78/712,452	14/11/2005
USA	Spirits International B.V.	STOLI BLUEBERI LABEL	3,331,722	06/11/2007	33	78/758,074	21/11/2005
USA	Spirits International B.V.	STOLI BLUEBERI WORD	3,110,643	27/06/2006	33	78/707756	07/09/2005
USA	Spirits International B.V.	STOLI BLUEBERI WORD (STYLIZED)	3,110,644	27/06/2006	33	78/710734	12/09/2005
USA	Spirits International B.V.	STOLI CRANBERI LABEL	3,236,313	01/05/2007	33	78/758,082	21/11/2005
USA	Spirits International B.V.	STOLI CRANBERI WORD	2,915,969	04/01/2005	33	78/150200	02/08/2002
USA	Spirits International B.V.	STOLI GALA APPLIK WORD	3,861,810	12/10/2010	33	77778148	10/07/2009
USA	Spirits International B.V.	STOLI OHRANJ LABEL	3,076,475	04/04/2006	33	78/602661	06/04/2005
USA	Spirits International B.V.	STOLI OHRANJ LABEL	3,076,407	04/04/2006	33	78/597869	30/03/2005
USA	Spirits International B.V.	STOLI PEACHIK WORD	3,526,585	04/11/2008	33	77/298,233	08/10/2007
USA	Spirits International B.V.	STOLI POMEGRANIK LABEL	3,883,661	30/11/2010	33	77719236	22/04/2009
USA	Spirits International B.V.	STOLI RAZBERI LABEL	2,204,355	17/11/1998	33	75/188,876	28/10/1996

USA	Spirits International B.V.	STOLI RAZBERI WORD	2,175,465	21/07/1998	33	75/129531	03/07/1996
USA	Spirits International B.V.	STOLI STICKI WORD	4269571	01/01/2013	33	85491325	09/12/2011
USA	Spirits International B.V.	STOLI STRASBERI LABEL	2,552,858	26/03/2002	33	75/188,875	28/10/1996
USA	Spirits International B.V.	STOLI STRASBERI WORD (STYLIZED)	2,205,863	24/11/1998	33	75/420404	20/01/1998
USA	Spirits International B.V.	STOLI VANIL LABEL	2,898,451	02/11/2004	33	75/852,935	19/11/1999
USA	Spirits International B.V.	STOLI VANIL WORD	2,192,600	29/09/1998	33	75/129503	03/07/1996
USA	Spirits International B.V.	STOLI WILD CHERRI LABEL	3,987,082	28/06/2011	33	85068226	22/06/2010
USA	Spirits International B.V.	STOLI WORD	1,244,735	05/07/1983	33	73/288429	04/12/1980
USA	Spirits International B.V.	STOLICHNAY A CITROS WORD	2,936,005	29/03/2005	33	78/150,196	02/08/2002
USA	Spirits International B.V.	STOLICHNAY A CRANBERI WORD	2,984,881	16/08/2005	33	78/150,258	02/08/2002
USA	Spirits International B.V.	STOLICHNAY A ELIT BOTTLE WITHOUT LABEL	2,972,860	19/07/2005	33	78/179,005	28/10/2002
USA	Spirits International B.V.	STOLICHNAY A ELIT FLAME DEVICE	2,840,078	11/05/2004	33	78/169,598	01/10/2002
USA	Spirits International B.V.	STOLICHNAY A ELIT LABEL	3,044,248	17/01/2006	33	78/177,458	23/10/2002
USA	Spirits International B.V.	STOLICHNAY A ELIT WORD	3,325,498	30/10/2007	33	78/153,281	12/08/2002
USA	Spirits International B.V.	STOLICHNAY A GOLD WORD	2,455,605	29/05/2001	33	75/184,282	21/10/1996
USA	Spirits International B.V.	STOLICHNAY A LABEL	2,317,475	15/02/2000	33	75/188,870	28/10/1996
USA	Spirits International B.V.	STOLICHNAY A LABEL	1,852,552	06/09/1994	33	74/288,268	26/06/1992

USA	Spirits International B.V.	STOLICHNAY A OHRANJ WORD	1,988,911	23/06/1996	33	74/494,691	28/02/1994
USA	Spirits International B.V.	STOLICHNAY A SEAL DESIGN	4.126.541	10/04/2012	33	85219536	18/01/2011
USA	Spirits International B.V.	STOLICHNAY A STRASBERI WORD	2,202,991	10/11/1998	33	75/408,893	22/10/1997
USA	Spirits International B.V.	STOLICHNAY A VANIL WORD	2,857,139	29/06/2004	33	75/914,959	11/02/2000
USA	Spirits International B.V.	STOLICHNAY A WORD	865,462	25/02/1969	33	72/269,237	14/04/1967
USA	Spirits International B.V.	STOLICHNAY A WORD	1,291,454	21/08/1984	33	73/435,314	20/07/1983
USA	Spirits International B.V.	STOLI CRANBERI LABEL	3,236,314	01/05/2007	33	78/758,089	21/11/2005

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