

02-21-2002

Express Mail No.: EL 500 384 645 US

FORM PTO-1594  
1-31-92



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101989171

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.  
Box Assignment, Washington, DC 20231

1. Name of conveying party(ies):  
2-11-02  
TEQUILERA LA GONZALEÑA S.A. DE C.V.  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Mexican Corporation  
Additional name(s) of conveying party(ies) attached?   
Yes  No

2. Name and address of receiving party(ies):  
Name: Jim Beam Brands Co.  
Internal Address: \_\_\_\_\_  
Street Address: 510 Lake Cook Road  
City Deerfield State Illinois Zip 60015

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Non-Possessory Pledge  
Execution Date: October 10, 2001

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_  
U.S. Patent & TMO/TM Mail Rcpt Dt. #61  
02-11-2002  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark registration No.(s) 1,397,870

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
PENNIE & EDMONDS LLP  
1155 Avenue of the Americas  
New York, NY 10036  
Attn.: Brian L. Berlandi, Esq.  
File No.: 6187-1227-999

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Please charge to the deposit account listed in Section 8.

8. Deposit account number:  
16-1150

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Brian L. Berlandi, Esq.  
Name of Person Signing Reg. No.

[Signature] February 11, 2002  
Signature Date

Total number of pages comprising cover sheet: 10

02/20/2002 DBYRNE 00000069 161150 1397870  
01 FC:481 40.00 CH

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

TRADEMARK  
REEL: 002447 FRAME: 0045

NY2 - 1285221.1

**EXHIBIT "D"**  
**NON-POSSESSORY PLEDGE AGREEMENT**

**NON-POSSESSORY PLEDGE AGREEMENT** (hereinafter the "Non-Possessory Pledge Agreement"), entered into as of October 10, 2001 among:

(i) Tequilera La Gonzaleña, S.A. de C.V., a corporation duly organized and validly existing under the laws of the United Mexican States, represented by Guillermo Gonzalez Gorrochotegui and German Gonzalez Gorrochotegui (hereinafter the "Pledgor"); and;

(ii) Jim Beam Brands Co., a corporation duly organized and existing under the laws of the State of Delaware United States of America, represented by Jorge Guadarrama Yañez (hereinafter the "Pledgee").

**RECITALS**

WHEREAS, on October 10, 2001 the Pledgor, as the Borrower and the Pledgee, as Lender, entered into a Loan Agreement (the "Loan Agreement") whereby the Lender has agreed to grant to the Borrower a principal amount of US \$1,000,000.00 (the "Loan") for the sole purpose of funding agave purchases required to fulfill the Lender's orders of tequila for the U.S. market under the terms of the Distributorship Agreement attached as Exhibit "A" of the Loan Agreement;

WHEREAS, the Pledgor, in order to induce the Lender to make the Loan under the Loan Agreement is willing to pledge all of the tangible and intangible assets listed in Exhibit "1" (collectively the "Pledged Goods") in order to secure compliance with any and all obligations of the Borrower under the Loan Agreement; and

WHEREAS, it is a condition precedent to the making of the Loan that the Pledgor shall have duly authorized executed and delivered this Non-Possessory Pledge Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

**Section 1. Defined Terms.** Unless otherwise defined for purposes of this Non-Possessory Pledge Agreement, all capitalized terms used herein shall have the meanings given them in the Loan Agreement.

**Section 2. Pledge of Goods.** In order to secure full, complete and prompt observance and compliance with any and all obligations of the Borrower under the Loan Agreement and hereunder, including but not limited to the payment of any amounts payable by the Borrower under the Loan Agreement, the Pledgor hereby grants a first priority pledge over all of the Pledged Goods.

Both parties agree that the assets listed in Exhibit 1 as "Inventory" is revolving upon the normal course of business operation of Pledgor.

The Pledgee hereby accepts, confirms and ratifies its acceptance of the pledge to secure full, complete and prompt observance and compliance with any and all obligations under the Loan Agreement and hereunder, including but not limited to the payment of any amounts payable by the Borrower under the Loan Agreement.

**Section 3. Representations and Warranties.** The Pledgor represents and warrants that:

- (a) there are no liens, encumbrances, options, calls, puts or other contractual commitments, claims (whether pending or threatened), transfer restrictions or other restrictions of any kind whatsoever with respect to the Pledged Goods (other than this Non-Possessory Pledge Agreement);
- (b) the Pledgor is the exclusive owner of the Pledged Goods and is duly authorized and empowered to grant, deliver and perform the pledge referred to in this Non-Possessory Pledge Agreement;
- (c) the Pledgor has obtained all necessary authorizations, consents, approvals or registrations for the valid execution, effectiveness and performance of this pledge;
- (d) other than as mentioned in paragraph (c) above, no consent of any individual or entity (including without limitation any creditor of the Pledgor) and no authorization, approval or other action by and no notice to or filing with any governmental authority, is required to be taken or obtained by the Pledgor in connection with the execution, delivery, validity or enforceability of this Non-Possessory Pledge Agreement;
- (e) there is no existing agreement or option and no right or privilege capable of becoming an agreement or option pursuant to which the Pledgor would be required to sell, cause to sell or otherwise dispose or cause to dispose of any of the Pledged Goods;
- (f) the execution, delivery and performance of this Non-Possessory Pledge Agreement by the Pledgor do not: (i) violate or conflict with any provision of the bylaws of the Pledgor; (ii) contravene any provision of any applicable law or any governmental approval or any order, writ, injunction or decree of any governmental authority binding on it or its respective assets; (iii) conflict with, or be inconsistent with, or result in any breach of, constitute a default under, or cause or permit the termination of any contract, agreement or any other document to which the Pledgor

is a party or; (iv) require or result in the creation or imposition of any Lien (other than the pledge created pursuant to this Non-Possessory Pledge Agreement) upon any of the properties or assets of the Pledgor; and

- (g) the pledge created pursuant to this Non-Possessory Pledge Agreement constitutes a valid first priority and perfected security on the Pledged Goods in favor of the Pledgee to secure full, complete and prompt observance and compliance with any and all obligations under the Loan Agreement and hereof, including but not limited to the payment of any amounts payable by the Borrower under the Loan Agreement.

**Section 4. Creation of the Pledge.** This pledge is created pursuant to the Second Title, Chapter Fourth, Seventh Section of the General Law of Negotiable Instruments and Loan Operations of Mexico ("*Ley General de Títulos y Operaciones de Crédito*"). Accordingly, the parties hereby agree that the Pledgor will have the physical possession of the Pledged Goods.

The Pledgor hereby agrees to keep the Pledged Goods in the its facilities located at KM 1 Camino a Santa Fe S/N Colonia Industrial 89700, Gonzalez, Tamaulipas, Mexico.

**Section 5. Covenants of the Pledgor.** The Pledgor covenants and agrees with the Pledgee that, from and after the date of this Non-Possessory Pledge Agreement and until the termination of this Non-Possessory Pledge Agreement as provided in Section 8 below, it shall:

- (a) defend the right, title and lien of the Pledgee over the Pledged Goods against all individuals or entities whomever;
- (b) ensure at all times with respect to the Pledged Goods that all required governmental approvals have been validly obtained and are in effect;
- (c) hold harmless and indemnify the Pledgee from and against any and all liabilities with respect to, caused by, or resulting from (i) any omission or delay in paying any Taxes, including without limitation, any custom duties resulting from the importation of the Pledged Goods, which may be payable or determined to be payable with respect to any of the Pledged Goods, or; (ii) the breach by the Pledgor of any of its respective obligations contained in this Non-Possessory Pledge Agreement, including without limitation, the enforcement of this Non-Possessory Pledge Agreement;
- (d) promptly notify the Pledgee of any material change after the date of this Non-Possessory Pledge Agreement in any fact or circumstances warranted or represented by the Pledgor in this Non-Possessory Pledge Agreement;

- (e) promptly notify the Pledgee of any claim, action or proceeding affecting the Pledged ~~Non-Possessory~~ <sup>Goods</sup>, or any part thereof, and appear in and defend, at the Pledgor's expense, against any such claim, action or proceeding;
- (f) except as agreed by Pledgee not (and shall not purport to) sell or dispose of, grant any option with respect to, exchange, transfer, or relinquish or otherwise deal with, or create, record or permit to be created or recorded any other security interest or otherwise encumber the Pledged Goods or any part thereof or permit the same to be or become subject to any lien, attachment, execution or other legal process;
- (g) maintain the Pledged Goods in good working order and condition, and from time to time make all required and proper repairs, renewals, replacements and improvements and use the Pledged Goods in accordance with Pledgee specifications and instructions;
- (h) permit the Pledgee and its respective representatives, at all reasonable times and with prior written notice to the Pledgor, at the Pledgor's expense, to inspect the Pledged Goods to verify its condition, and shall cause its representatives and employees to give their full cooperation and assistance in connection with any such visits of inspection. The parties agree that Pledgor will only pay the reasonable expenses that this inspections may cause from time to time;
- (i) Pledgor has to maintain at all time at least the volume and value of Inventory provided under Exhibit 1 hereof; and
- (j) ensure at all times with respect to the Trade Marks provided under Exhibit 1 hereof remains duly registered, valid and in effect.

**Section 6. Sale of the Pledged Goods.** Upon the occurrence of any Event of Default under this Non-Possessory Pledge Agreement, then in accordance with Book Fifth, Title Third Bis, Chapters First and Second of the Code of Commerce of Mexico ("*Codigo de Comercio*") the Pledgee shall have the right to demand the sale or adjudication of the Pledged Goods pursuant to the procedure set forth in such Code. Accordingly, the parties hereby agree that in the event of sale or adjudication of the Pledged Goods, the Pledgee shall have the right to obtain the possession of the Pledged Goods as provided by Article 1414 bis of the Code of Commerce.

**Section 7. Events of Default.** The parties hereto agree that if any one of the following events shall occur, it shall constitute an Event of Default under this Non-Possessory Pledge Agreement:

- (a) An Event of Default as defined in and pursuant to the Loan Agreement;

- (b) A default by the Pledgor in the performance of any of their respective covenants, agreements, or obligations under this Non-Possessory Pledge Agreement; or,
- (c) Any of the representations and warranties of the Pledgor hereunder shall prove to have been incorrect or misleading in any material respect when made.

If any of the foregoing Events of Default shall occur, the Pledgee may by written notice to the Pledgor immediately enforce this Non-Possessory Pledge Agreement and demand the sale or adjudication of the Pledged Goods as provided in Section 6 of this Non-Possessory Pledge Agreement, or take any other action permitted under this Non-Possessory Pledge Agreement.

**Section 8. Duration of the Agreement.** This Non-Possessory Pledge Agreement will remain in force and effect until the Pledgor has complied with any and all of its obligations under the Loan Agreement, including but not limited to any payment obligations.

**Section 9. Miscellaneous.**

Section 9.1. Jurisdiction.

For any legal suit, action or proceeding relating to this Non-Possessory Pledge Agreement the parties hereto expressly submit to the jurisdiction of the competent courts of Mexico City, Mexico and expressly waive any other jurisdiction to which they may be entitled by virtue of their present or future domicile or any other reason whatsoever.

Section 9.2. Governing Law.

This Non-Possessory Pledge Agreement shall be governed by and construed in accordance with Mexican law.

Section 9.3. Severability of Provisions.

If any one or more of the provisions contained in this Non-Possessory Pledge Agreement or any documents executed in connection herewith shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

Section 9.4. Binding Effect; Successors and Assigns.

This Non-Possessory Pledge Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, that the Pledgor shall not assign or transfer any of its rights or obligations hereunder except with the prior written consent of the Pledgee; provided, further, that any such assignee shall agree in writing to become a party and be bound by the provisions of this Non-Possessory Pledge Agreement.

The Pledgee shall have the right to freely assign wholly or partially its rights and obligations hereunder without the need of any consent of the Pledgor and without the need of amending this Non-Possessory Pledge Agreement or the taking any further action whatsoever to perfect such assignment, except for the delivery of a written notice to the Pledgor thirty (30) days prior the date of execution of the assignment.

Section 9.5. Entire Agreement.

This Non-Possessory Pledge Agreement, the documents referred to herein and those signed contemporaneously herewith constitute the entire agreement of the parties with respect to the subject matter hereof and shall supersede any prior expressions of intent or understanding with respect to this transaction.

Section 9.6. Notices.

All communications and notices provided for hereunder shall be in writing and shall be personally delivered, delivered by internationally recognized courier service, or telefaxed (with a confirmation copy by internationally recognized courier service),

If intended for Pledgee:

Jeffrey Buresh  
Jim Beam Brands Co.  
510 Lake Cook Rd.  
Deerfield, Illinois 60015  
USA

with a copy to:

Reynaldo Vizcarra Mendez  
Baker & Mckenzie  
Prol. Av. Américas #1592 Piso 2  
Colonia Country Club  
Guadalajara, Jalisco, México  
C.P. 44620

If intended for the Pledgor:

Tequilera La Gonzaleña, S.A. de C.V.  
AV Ejercito Nacional 404-104  
Col. Polanco  
Mexico, D.F., C.P. 11570  
Attention: German Gonzalez Gorrochotegui

with a copy to:  
Ignacio Armida Graham  
Madrazo y Armida, S.C. Abogados  
Bosque de Ciruelos 180-5o piso  
Colonia Bosques de las Lomas  
México, D.F. 11700

Any communication and notice shall be deemed duly given three (3) business days after it is sent by internationally recognized courier service.

Section 9.7. Counterparts.

This Non-Possessory Pledge Agreement may be executed in any number of counterparts, each of which when so executed shall be an original but all of which together shall constitute one instrument.

Section 9.8. Amendment, Waiver.

Neither this Non-Possessory Pledge Agreement nor any terms hereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the Pledgor and the Pledge.

Section 9.9. Further Assurances.

The Pledgor agrees upon the request of the Pledge to promptly take such actions, as reasonably requested, necessary or desirable to carry out the intent of this Non-Possessory Pledge Agreement, including: (i) such actions as are necessary or desirable to ensure that the Pledge on behalf of the Lender Parties has a perfected security interest in the Pledged Goods subject to no other Liens, including without limitation the ratification of the Pledgor's legal representative signature of this Non-Possessory Pledge Agreement before a Public attester and the registration of the Non-Possessory Pledge Agreement duly ratified at the respective Public Registry of Commerce, and; (ii) the execution, delivery and entry into of all additional documents or instruments that the Pledge, in its sole discretion, deems reasonably necessary or desirable to carry out the intent of this Non-Possessory Pledge Agreement.

Section 9.10. Expenses.

The Pledgor shall bear all expenses related with the formalization of this Non-Possessory Pledge Agreement, including without limitation any notarial and registration fees.

Section 9.11. Headings.


The various headings of this Non-Possessory Pledge Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Non-Possessory Pledge Agreement or any provision hereof.



IN WITNESS WHEREOF, the parties hereto have caused this Non-Possessory Pledge Agreement to be executed by their respective attorneys in fact thereunto duly authorized all as of the date first above written.

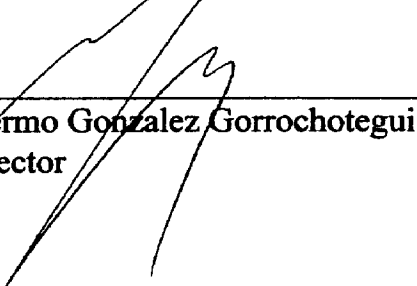
The "Pledgor"

TEQUILERA LA GONZALEÑA, S.A. DE C.V.



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By: German Gonzalez Gorrochotegui  
Title: Director

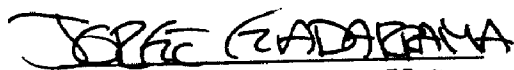


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By: Guillermo Gonzalez Gorrochotegui  
Title: Director

The "Pledgee"

JIM BEAM BRANDS CO



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By: Jorge Guadarrama Yañez  
Title: Attorney-in-Fact

## Exhibit 1

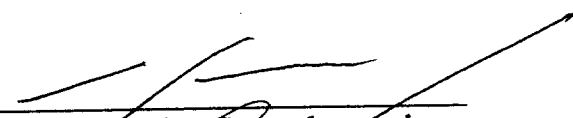
## Pledged Goods.


	Description	Volume	Value
I. Inventory	Tequila añejo	180 Casks	US\$873,000.00
	Tequila Reposado	70 Reposado Casks	US\$339,500.00
	Tequila Reposado	2,400 Tequila Bottles	US\$ 41,200.00

	Description	Registration number	Place of registration
II. Trade Marks	Chinaco	483197	Mexico
	Chinaco	4050339	Japan
	Chinaco	396705	European Union
	Chinaco	1397870	U.S.A.

## The "Pledgor"

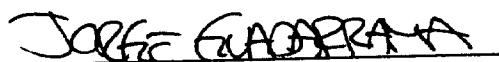
TEQUILERA LA GONZALEÑA, S.A. DE C.V.

  
 By: German Gonzalez Gorrochotegui  
 Title: Director

  
 By: Guillermo Gonzalez Gorrochotegui  
 Title: Director

## The "Pledgee"

JIM BEAM BRANDS CO

  
 By: Jorge Guadarrama Yañez  
 Title: Attorney-in-Fact