

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Court Order approval for sale of assets		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maple Leaf Distillers, Inc.		05/03/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Angostura Canada, Inc.		
<b>Street Address:</b>	251 Saulteaux Crescent		
<b>City:</b>	Winnipeg		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	R3J 3C7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2989523	DESERT ROSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)521-2875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-521-2775		
<b>Email:</b>	seberle@muchshelist.com		
<b>Correspondent Name:</b>	Much Shelist		
<b>Address Line 1:</b>	191 N. Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	Adam K. Sacharoff		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	0007440.0018		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

CH \$40.00 2989523

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Adam K. Sacharoff

Signature:

/aks/

Date:

12/05/2008

Total Attachments: 6

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Action No. CI 06-01-45690

THE QUEEN'S BENCH  
WINNIPEG CENTRE

**IN THE MATTER OF: THE APPOINTMENT OF AN INTERIM RECEIVER PURSUANT TO SECTION 47(1) OF THE BANKRUPTCY AND INSOLVENCY ACT R.S.C. 1985 c.B-3 AND THE APPOINTMENT OF A RECEIVER AND MANAGER PURSUANT TO SECTION 55(1) OF THE COURT OF QUEEN'S BENCH ACT C.C.S.M. c.280, SECTION 95 OF THE CORPORATIONS ACT, C.C.S.M. c.C225 AND SECTION 64(7) OF THE PERSONAL PROPERTY SECURITY ACT S.M. 1993 c. 14**

**BETWEEN:**

ASTRA CREDIT UNION LTD.,

plaintiff  
(applicant)

- and -

MAPLE LEAF DISTILLERS INC.,

defendant  
(respondent)

**CERTIFIED A TRUE COPY**

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**ORDER**

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MAY 17 2008

WINNIPEG

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Agents for Fasken Martineau DuMoulin LLP

THE QUEEN'S BENCH  
WINNIPEG CENTRE

THE HONOURABLE )  
CHIEF JUSTICE )  
MONNIN )

Wednesday, May 3, 2006.

**IN THE MATTER OF: THE APPOINTMENT OF AN INTERIM RECEIVER PURSUANT TO SECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985 c.B-3 AND THE APPOINTMENT OF A RECEIVER AND MANAGER PURSUANT TO SECTION 55(1) OF THE *COURT OF QUEEN'S BENCH ACT* C.C.S.M. c.280, SECTION 95 OF THE *CORPORATIONS ACT*, C.C.S.M. c.C225 AND SECTION 64(7) OF THE *PERSONAL PROPERTY SECURITY ACT* S.M. 1993 c. 14**

**BETWEEN:**

ASTRA CREDIT UNION LTD.,

plaintiff  
(applicant)

- and -

MAPLE LEAF DISTILLERS INC.,

defendant  
(respondent)

**ORDER**

THIS MOTION made by Ernst & Young Inc. the interim receiver and receiver and manager (the "Receiver") of Maple Leaf Distillers Inc. ("Maple Leaf") was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

On reading the Order issued in this proceeding on January 13, 2006, (the "Order") the Affidavit of Rob McMahon sworn April 25, 2006 ("Affidavit"), the Affidavit of Marcel J. Peerson, sworn February 16, 2006, and the Affidavits of Service indicating that all of the secured creditors received notice of this motion:

**THIS COURT ORDERS THAT:**

1. The time prescribed for the service of the Notice of Motion dated April 26, 2006, and the Affidavit of Rob McMahon sworn April 25, 2006, is hereby abridged and the Receiver be and is hereby granted short leave for the hearing of this Motion.
2. The sale of the assets of Maple Leaf Distillers Inc. ("Maple Leaf") which are the subject of an agreement of purchase and sale (the "Purchase Agreement") between the Receiver and Angostura Canada Inc. (the "Purchaser") dated for reference April 18, 2006, a copy of which agreement is attached as Exhibit A to the McMahon Affidavit, is hereby approved on the terms of the Purchase Agreement.
3. Upon delivery to the Purchaser of a certified copy of this Order, together with a letter from the Receiver addressed to the Purchaser confirming that the Order is thereby delivered, title to the personal property of Maple Leaf as described in the Purchase Agreement (the "Purchased Assets") shall be vested in the Purchaser, its successors and assigns, absolutely, free and clear of all estate, right, title, interest, hypothecs, security interests, trusts or deemed trust (whether contractual, statutory or otherwise) assignments, executions, options, adverse claims, levies, agreements, taxes, claims provable as a result of Maple Leaf being adjudged bankrupt, claims, charges, liens, encumbrances or any other rights, claims, disputes and debts whether or not they have attached or have been perfected registered or filed whether secured or unsecured or otherwise (collectively referred to hereinafter as any "Claim" or "Claims"), by or of any and all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies,

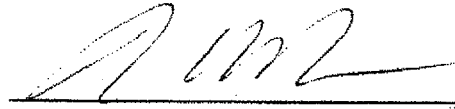
agencies, authorities or tribunals and all other natural persons or corporations whether acting in their capacity as principal or as agent, trustees, executors, administrators, successors and assigns and all persons claiming by, through or under them, or other legal representatives (collectively referred to hereinafter as the "Claimants") who have or may in the future have a Claim against the Purchased Assets.

4. As may be required to carry out the sale of the Purchased Assets, or any of them, by the Receiver, or as may otherwise be required to carry out the purpose and intent of the Purchase Agreement and of this Order, the Receiver is authorized to execute, all such documents of transfer, bills of sale, assignments and other documents and instruments, as may be required or desirable to effect or evidence the sale, transfer and assignment of the Purchased Assets or any of them and the vesting of title, as ordered above, including without limitation any documents which may be required or that the Purchaser deems desirable to be registered at any registry or office where registration may be required or desirable to record, evidence or carry out the transfer of the Purchased Assets or any of them.
  
5. Upon the execution by the Receiver of the documents of transfer, bills of sale, assignments and other documents and instruments as aforesaid, and upon delivery of such documents of transfer, bills of sale, documents and instruments by the Receiver to the Purchaser, all the right, title and interest of Maple Leaf and the trustee in the bankruptcy of Maple Leaf in and to the Purchased Assets and all interests which may be described or referenced in such documents of transfer, bills of sale, assignments, documents and instruments, to the extent that the transfer thereof had not previously been fully perfected by this Order, shall be transferred to and vest in the Purchaser, free and clear of all right, title and interest of all Claimants and all persons claiming by, through or under them or any of them.

6. The Receiver is hereby authorized to agree with the Purchaser to an extension of the Closing Date under the Purchase Agreement, and in such case all references in this Order to the Purchase Agreement shall be deemed to be references to the Purchase Agreement as so amended.
7. The Receiver is hereby authorized, subject to the approval of Astra Credit Union Ltd.:
  - a. to pay all outstanding lease and other payments to be paid on account of the Office Equipment Leases, as these assets are described in the Purchase Agreement, which may be payable on account of any of Maple Leaf's obligations under those leases which should have been performed prior to the closing of the transaction subject of the Purchase Agreement; and
  - b. to pay all amounts secured against any of the Purchased Assets pursuant to security which in the Receiver's opinion ranks in priority to the security of the Astra Credit Union Ltd.
8. The Receiver and the Purchaser shall be at liberty to apply for such further and other directions as may be necessary to carry out the terms of this Order.
9. The adjusted purchase price received by the Receiver in respect of the sale of the Purchased Assets shall be retained by the Receiver and shall be dealt with in accordance with any existing or further Orders of the Court.
10. The sale proceeds from the sale of each specific Purchased Asset included in the Purchased Assets shall stand in the place and stead of the Purchased Asset sold and all liens, in rem claims, encumbrances and other interests that are attached to a Purchased Asset prior to its sale shall attach to the sale proceeds with the

same validity, priority and in the same amounts, and subject to the same defences, that existed when the liens, claims, encumbrances and other interests attached to the Purchased Asset.

Dated: May 3, 2006

  
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C.T. QB.

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DEPUTY REGISTRAR