

5/13/09

05-15-2009

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103560527

To the Director of the U. S. Patent and Tra

Documents or the new address(es) below.

1. Name of conveying party(ies):

Majestic Distilling Company, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Maryland
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 24, 2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Capital One, National Association

Internal

Address: _____

Street Address: 201 St. Charles Ave., 29th Floor

City: New Orleans, LA 70112

State: Louisiana

Country: USA

Zip: 70170

- Association
- General Partnership
- Limited Partnership
- Corporation

Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)

See attached sheet

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Philip deV. Claverie, Sr.

Internal Address: _____

c/o Phelps Dunbar, L.L.P.

Street Address: _____

365 Canal Street, Suite 2000

City: New Orleans

State: Louisiana

Zip: 70130

Phone Number: 504-566-1311

Fax Number: 504-568-9130

Email Address: claverip@phelps.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 590.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/14/2009 MJAMA1 00000039 72393265

01 FC:9521
Deposit Account Number _____

40.00 OF
550.00 OF

Authorized User Name _____

9. Signature:

Philip deV. Claverie
Signature

5/12/09
Date

Philip deV. Claverie, Sr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Attachment 1

Trademark Registration Numbers:

FEDERALLY REGISTERED TRADEMARKS

OWNED BY MAJESTIC:

MARK	SERIAL NUMBER	REGISTRATION NUMBER
BENTLEY'S	72393265	932690
BENTLEY'S	73570220	1420371
BLACK WATCH	72201224	801466
BLACK WATCH	73570221	1846909
CANADIAN LAKE	74512612	1887393
CANADIAN LEAF	72201219	802831
CANADIAN PEAK	72201218	801465
CLUB 400	72201220	792352
HIGHLANDER AND LORD	74604259	1943893
LORD BALTIMORE	72201211	801463
MAJESTIC ROYALE	74512611	1890103
MAJESTIC VALLEY	74512610	1887392
ODESSE	74622782	2245260
PORT ROYAL	74604260	1986638
RIKALOFF	73570217	1426785
RIKALOFF	74512609	1887391
RIKALOFF	72393264	927873
SCOTCH ISLAND	72201213	801464
SEAFARER	74604255	1945439
SETTER	72204483	794552
TOPAZ	74371943	1885645
TRAVELERS CLUB	72279401	852889
ZELKO	72393263	927874

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as same may be amended, supplemented or restated from time to time, this "Agreement"), dated as of March 24, 2009, is made by MAJESTIC DISTILLING COMPANY, INC., a Maryland corporation ("Majestic"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, as agent for the ratable benefit of the Lenders (hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), who agree as follows:

RECITALS

A. Sazerac Company, Inc. ("Borrower"), the Administrative Agent and the lenders from time to time party thereto (the "Lenders", and together with Administrative Agent, the "Secured Parties") have entered into that certain Credit Agreement dated as of March 24, 2009 (as it may from time to time be amended, modified or supplemented, the "Credit Agreement"), pursuant to which the Secured Parties agreed to make certain loans to the Borrower upon and subject to the terms and conditions thereof.

B. Majestic has executed an Indemnity Security Agreement dated of even date herewith (as it may from time to time be amended, modified or supplemented, the "Indemnity Security Agreement"), pursuant to which Majestic has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the trademarks and service marks owned by Majestic and registered with the United States Patent and Trademark Office as of the date hereof, on the terms and conditions set forth in the Indemnity Security Agreement.

C. As a condition of entering into the Credit Agreement, Administrative Agent has required Majestic to enter into this Agreement.

D. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, except that the term "Secured Obligations" shall have the meaning assigned to such term in the Indemnity Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth in the Indemnity Security Agreement, the parties hereto hereby agree as follows:

1. Majestic hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, on the terms and conditions contained in the Indemnity Security Agreement (which are incorporated herein and made a part hereof), and as additional security for the payment and performance by Majestic of the Secured Obligations, a first Lien upon all of Majestic's right, title and interest in, to and under the trademarks listed or described on Exhibit A hereto (the "Trademarks"), and under the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith.

2. Majestic shall take all action, under both statutory and common law, which may be necessary or useful to perfect title to the Trademarks, to maintain and/or defend the Trademarks, including without limitation the defense of the Trademarks, surveillance of marks owned and/or used by third parties which may be related to said Trademarks, bringing institution of said actions against infringing marks, and bringing cancellation or opposition proceedings in order to enforce said marks.

3. Upon full and final payment and performance of the Secured Obligations (other than inchoate indemnity obligations), this Agreement shall terminate, and the Administrative Agent, upon request of Majestic, the Administrative Agent shall execute and deliver to Majestic, at Majestic's expense such termination statements as Majestic may reasonably request to evidence such termination..

4. This Agreement shall be binding upon Majestic and its successors and assigns and shall inure to the benefit of the Secured Parties, their successors and assigns.

5. This Agreement may not be amended or modified except with the written consent of Majestic and the Administrative Agent.

6. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Louisiana.

[Signatures on the following page]

IN WITNESS WHEREOF, Majestic and Administrative Agent have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

MAJESTIC:

MAJESTIC DISTILLING COMPANY, INC.

By: Paul Pape
Name: Paul Pape
Title: Vice President and Chief Financial Officer

ADMINISTRATIVE AGENT:

CAPITAL ONE, NATIONAL ASSOCIATION

By: Ceryl H. Denenea
Name: Ceryl H. Denenea
Title: Senior Vice President

(Trademark Security Agreement - Majestic)

NO.99931971.2

TRADEMARK
REEL: 003988 FRAME: 0340

ACKNOWLEDGMENT

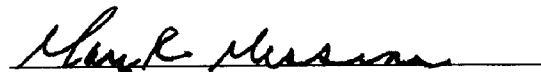
STATE OF LOUISIANA

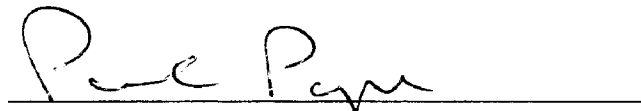
PARISH OF ORLEANS


On this 19th day of March, 2009, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Paul Pape ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the Vice President and Chief Financial Officer of Majestic Distilling Company, Inc., a Maryland corporation, who acknowledged that Appearer executed the foregoing instrument by authority of said corporation's Board of Directors on behalf of and as the free act and deed of said corporation.

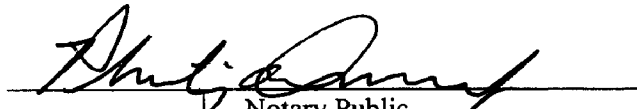
IN WITNESS WHEREOF, Appearer has signed this acknowledgment in the presence of the two undersigned witnesses and me, Notary, on the day and in the month and year hereinabove first written.

WITNESSES:


Print Name: MARY R. MESSINA


PAUL PAPE


Print Name: PHILIP deV. CLAVERIE


Notary Public

Philip deV. Claverie, Jr.
Notary Public
State of Louisiana
Louisiana Bar Roll # 29126
My Commission is Issued For Life

(Trademark Security Agreement - Majestic)

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