

07-08-2009



SHEET
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To the Director of the U. S. Pat

103566572

ached documents or the new address(es) below.

1. Name of conveying party(ies):

Sazerac North America, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 22, 2009

- Assignment
- Security Agreement
- Other Supplement to Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Capital One, National Association

Internal Address: _____
Address: _____

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

City: New Orleans

State: Louisiana

Country: USA Zip: 70170

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)
507794

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: Mary Messina

Internal Address: _____

Street Address: c/o Phelps Dunbar, L.L.P.
365 Canal Street, Suite 2000

City: New Orleans

State: Louisiana Zip: 70130

Phone Number: (504) 566-1311

Fax Number: (504) 568-9130

Email Address: mary.messina@phelps.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

06/30/2009 DBYRNE 00000046 507794

01 FC:0521 Deposit Account Number 40.00 DP

Authorized User Name _____

9. Signature: Mary R. Messina
Signature

6/29/09
Date

MARY R. MESSINA
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

60.92.0

Additional Names of Conveying Parties:

Barton Distillers Import Corp.

Barton Brands of California, Inc.

JayBird Spirits Co., LLC

TRADEMARK

REEL: 004019 FRAME: 0670

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of June 22, 2009, is made by and among SAZERAC NORTH AMERICA, INC., a Delaware corporation ("Sazerac NA"), BARTON DISTILLERS IMPORT CORP., a New York corporation ("Barton Distillers"), BARTON BRANDS OF CALIFORNIA, INC., a Connecticut corporation ("Barton Brands") and JAYBIRD SPIRITS CO., LLC, a Delaware limited liability company ("JayBird"; Sazerac NA, Barton Distillers, Barton Brands and JayBird are collectively the "Companies"), 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. (the "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 (the "Loans") upon and subject to the terms and conditions thereof.;

B. As security for the Indebtedness (as such term is defined in the Credit Agreement), the Companies have executed that certain Trademark Security Agreement dated March 24, 2009 (as amended, supplemented or modified from time to time, the "Trademark Security Agreement") in favor of the Administrative Agent;

C. The Companies and the Secured Parties desire to supplement the Trademark Security Agreement in order to add those trademarks acquired by Sazerac NA from Jim Beam Brands Co. pursuant to that certain Asset Purchase Agreement dated June 22, 2009 (the "Additional Trademarks") to the collateral secured by the Trademark Security Agreement.

AGREEMENT

Section 1. Addition to Exhibit A. In order to secure the full and punctual payment and performance of all present and future Indebtedness, Sazerac NA hereby pledges and grants to the Lender continuing security interests in and to all right, title and interest of Sazerac NA in those trademarks described on Schedule 1 hereto. All of the terms and provisions of the Trademark Security Agreement relating to Security Interests in General Intangibles shall apply with equal force and effect to the trademarks described on Schedule 1 to this Supplement. The trademarks described on Schedule 1 hereto shall be deemed added to Exhibit A to the Trademark Security Agreement.

Section 2. Further Assurances. The Companies shall take all action, under both statutory and common law, which may be necessary or useful to perfect title to the Additional Trademarks, to maintain and/or defend the Additional Trademarks, including without limitation the defense of the Additional Trademarks, surveillance of marks owned and/or used by third parties which may be related to said Additional Trademarks, bringing institution of said actions against infringing marks, and bringing cancellation or opposition proceedings in order to enforce said marks. The Companies will provide any additional documentation to support or confirm the security interest created under this Supplement.

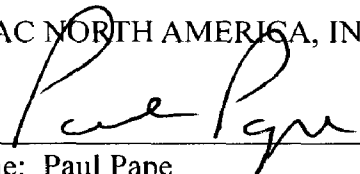
Section 3. Savings Clause. All of the other terms and provisions of the Trademark Security Agreement shall remain in full force and effect.

Section 4. Governing Law. This Supplement 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.

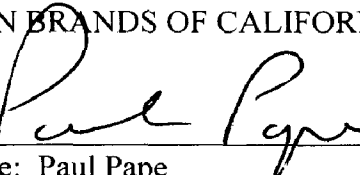
IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed as of the date first above written.

COMPANIES:

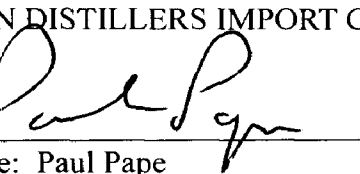
SAZERAC NORTH AMERICA, INC.

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

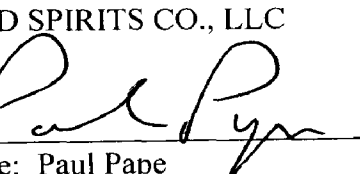
BARTON BRANDS OF CALIFORNIA, INC.

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

BARTON DISTILLERS IMPORT CORP.

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

JAYBIRD SPIRITS CO., LLC

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

ADMINISTRATIVE AGENT:

CAPITAL ONE, NATIONAL ASSOCIATION, as
Administrative Agent

By: Lisa D. Morton
Name: LISA D. MORTON
Title: Vice President

ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF Franklin

On this 22nd day of June, 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 Sazerac North America, Inc., a Delaware 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:

Heather Malasso
Paul Smith

Paul Pape
Appearer

Stephanie D Stone
Notary Public

Stephanie D. Stone, Notary Public
State at Large, Kentucky
My Commission Expires 12/22/2010

ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF Franklin

On this 22nd day of June, 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 Barton Brands of California, Inc., a Connecticut 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:

Heather Adams
Paul Pape

Paul Pape
Appearer

Stephanie D. Stone
Notary Public

Stephanie D. Stone, Notary Public
State at Large, Kentucky
My Commission Expires 12/22/2010

ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF Franklin

On this 22nd day of June, 2009, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Paul Pape (Apparer"), 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 Barton Distillers Import Corp., a New York corporation, who acknowledged that Apparer 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, Apparer 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:

Heather Halaso
[Signature]

Paul Pape
Apparer

Stephanie D. Stone
Notary Public

Stephanie D. Stone, Notary Public
State at Large, Kentucky
My Commission Expires 12/31/2011

ACKNOWLEDGMENT

STATE OF Kentucky
COUNTY OF Franklin

On this 22nd day of June, 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 JayBird Spirits Co., LLC, a Delaware limited liability company, who acknowledged that Appearer executed the foregoing instrument by authority of said company'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:

Heather Galasso

Paul Pape
Appearer

Dan Smith

Stephanie D. Stone
Notary Public

Stephanie D. Stone, Notary Public
State at Large, Kentucky
My Commission Expires 12/22/2010

SCHEDULE 1

Trademark	Country	Registration No.	Applicable No.	Class
OLD TAYLOR (IN ARC)	U.S.A.	507794	71/528130	33