

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proximo Spirits, Inc.		04/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Doppelganger Inc.		
Street Address:	2601 Monarch Street		
City:	Alameda		
State/Country:	CALIFORNIA		
Postal Code:	94501		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	Craft Distillers, Inc.		
Street Address:	P.O. Box 1059		
City:	Ukiah		
State/Country:	CALIFORNIA		
Postal Code:	95482		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2684806	HANGAR ONE	
CORRESPONDENCE DATA			
Fax Number:	(415)983-1200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4159831426		
Email:	Benjamin.Wiles@pillsburylaw.com		
Correspondent Name:	Benjamin A. Wiles		
Address Line 1:	50 Fremont Street		
Address Line 2:	Rm. 1034		

CH \$40.00 2684806

Address Line 4: San Francisco, CALIFORNIA 94105-2228

NAME OF SUBMITTER:	Benjamin A. Wiles
--------------------	-------------------

Signature:	/Benjamin A. Wiles/
------------	---------------------

Date:	05/04/2010
-------	------------

Total Attachments: 5

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "**Security Agreement**") is made and entered into as of April 28, 2010 by and among Craft Distillers, Inc., a California corporation ("**Craft**"), Doppelganger Inc., a California corporation ("**Doppelganger**" and, together with Craft, the "**Secured Parties**" and each a "**Secured Party**") and Proximo Spirits, Inc., a Delaware corporation ("**Debtor**"), with reference to the following facts:

A. Craft and ALAMBIC, INC., a California corporation ("**Alambic**") have agreed to sell certain assets relating to the Hangar One vodka brand pursuant to an Asset Purchase Agreement of even date herewith between, on the one hand, Craft and certain other entities and, on the other hand, Debtor (the "**Craft Purchase Agreement**").

B. Doppelganger and St. George Spirits, Inc., a California corporation ("**St. George**") have agreed to sell certain assets relating to the Hangar One vodka brand pursuant to an Asset Purchase Agreement of even date herewith between, on the one hand, Doppelganger and certain other entities and, on the other hand, Debtor (the "**Doppelganger Purchase Agreement**" and, together with the Craft Purchase Agreement, the "**Purchase Agreements**").

C. In order to evidence Debtor's obligations under the Purchase Agreements to pay the Deferred Payments, as such term is defined in the Doppelganger Purchase Agreement, and the Deferred Payments, as such term is defined in the Craft Purchase Agreement (all such deferred payments, the "**Deferred Payments**"), Debtor has executed non-negotiable promissory notes in favor of the Secured Parties, identified on **Exhibit A** (collectively, the "**Promissory Notes**").

D. In order to secure Debtor's obligations under the Promissory Notes and this Security Agreement, Debtor has agreed to grant each of the Secured Parties a security interest in (i) the Acquired Assets, as such term is defined in the Craft Purchase Agreement (the "**Craft Acquired Assets**"), other than the Alambic Inventory, as such term is defined in the Craft Purchase Agreement and (ii) the Acquired Assets, as such term is defined in the Doppelganger Purchase Agreement (the "**Doppelganger Acquired Assets**") other than the St. George Inventory, as such term is defined in the Doppelganger Purchase Agreement (all of the foregoing assets, together with any and all proceeds from the sale or other disposition thereof, but not including any improvements made by Debtor upon any intellectual property, shall be referred to collectively as the "**Collateral**").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and the Secured Parties agree as follows:

1. Grant of Security Interest. Debtor hereby grants to each Secured Party a first priority security interest in the Collateral (the "**Security Interest**") in order to secure the full payment and performance as and when due of all of Debtor's indebtedness, obligations and liabilities to each Secured Party under the Promissory Notes and this Security Agreement, whether now existing or hereafter incurred, accrued or created, whether voluntary or involuntary, or whether absolute or contingent (such obligations are referred to collectively as the "**Secured Obligations**"). Debtor represents to each Secured Party that Debtor has not granted or conveyed any lien or security interest covering, nor otherwise encumbered, the Collateral, or any part

Handwritten signature and initials, possibly 'ASD' and 'M', located in the bottom right corner of the page.

thereof or any interest therein, except for the Security Interest granted to each Secured Party pursuant hereto. Debtor covenants with each Secured Party that unless and until all of the Secured Obligations have been promptly paid and performed in full, Debtor shall not grant or convey any lien or security interest covering, nor otherwise encumber, the Collateral or any part thereof or any interest therein, and Debtor shall keep the Collateral free from all liens, claims, security interests and encumbrances of any kind or nature whatsoever, other than the Security Interest granted to each Secured Party pursuant hereto. Debtor shall indemnify, defend and hold harmless each Secured Party from and against all claims, demands, liabilities, losses, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any lien, claim, security interest or encumbrance of any kind or nature whatsoever asserted in, to or against the Collateral, or any part thereof or any interest therein, by any person whatsoever.

2. Statements. Debtor shall execute and deliver to each Secured Party such financing and continuation statements covering the Collateral and take such other reasonable actions as any of the Secured Parties may from time to time reasonably require to perfect and continue the perfection of the Security Interest granted to each Secured Party hereunder. Subject to each Secured Party's obligation to provide notice to the Debtor of any such financing statement or amendment filings, Debtor hereby irrevocably appoints each Secured Party the true and lawful attorney-in-fact of Debtor to execute and file in Debtor's name any financing statements and amendments thereto required to perfect each Secured Party's Security Interest hereunder, all to protect and preserve each Security Interest granted hereunder and each Secured Party's rights hereunder, which appointment is coupled with each Secured Party's interest hereunder and in the Promissory Notes.

3. Additional Covenants. Debtor further covenants and agrees with the Secured Parties as follows:

(a) Debtor shall pay and perform all of the liabilities, obligations and agreements required to be paid or performed by Debtor under the Promissory Notes as and when payment and performance are due.

(b) Debtor shall not, without the prior written consent of each Secured Party, transfer, assign, license (other than licenses granted in the ordinary course of business for marketing and promotional purposes), hypothecate or encumber the Collateral, or any part thereof or any interest therein.

4. Termination. The Debtor hereby waives any and all rights and powers to alter, amend, revoke or terminate this Security Agreement, or any of the terms of this Security Agreement, in whole or in part without the prior written consent of the Secured Parties. The purpose of this Security Agreement is to secure to Secured Parties the full, timely and faithful payment and performance of all of the Secured Obligations. This Security Agreement shall automatically terminate and be of no further force and/or effect when all Secured Obligations have been paid and performed in full as required by this Security Agreement and the Promissory Notes.

5. Remedies of Secured Party. In addition to the rights and remedies of the Secured Parties under the Promissory Notes, upon the occurrence and during the continuation of an Event

of Default (as defined in the Promissory Note), the Secured Parties shall have the right to enforce and exercise all of the rights and remedies of a secured party under applicable law; **provided, however,** that no Secured Party shall initiate or pursue any action, proceeding or other remedy to enforce its Security Interest hereunder (an “**Enforcement Action**”) without the prior written consent of the other Secured Party. Notwithstanding anything to the contrary set forth in this Security Agreement, the exercise by Debtor of its rights to withhold and set-off, if permitted, as to Craft, under Section 8.7 of the Craft Purchase Agreement, or as to Doppelpanger, under Section 8.7 of the Doppelpanger Purchase Agreement, shall not constitute an Event of Default.

6. No Marshaling. Notwithstanding the existence of any other liens or security interests in the Collateral held by a Secured Party or by any other party, the Secured Parties shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein. The Secured Parties shall have the right to determine the order in which the Secured Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Debtor, any party who consents to this Security Agreement, and any party who now or hereafter acquires a lien, security or other interest in the Collateral and who has actual or constructive notice of this Security Agreement hereby expressly waives and relinquishes any and all rights to demand or require the marshaling of liens or the marshaling of assets by the Secured Parties in connection with the exercise of any of the remedies provided herein or permitted by applicable law.

7. General. Unless otherwise defined, words used in this Security Agreement have the meanings given them in the Article 9 of the New York Uniform Commercial Code. If any provision of this Security Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Security Agreement and this Security Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provision. The Secured Parties’ failure to enforce any right shall not waive or release any obligation of Debtor or right of any Secured Party, or modify this Security Agreement, or waive any default. Time is of the essence in the performance of Debtor’s obligations under this Security Agreement. This Security Agreement shall bind Debtor and its respective heirs, successors and assigns, and shall inure to the benefit of each Secured Party and its heirs, successors and assigns. Notwithstanding the foregoing, neither Debtor nor the Secured Parties shall assign or transfer any of its rights or obligations under this Security Agreement without the prior written consent of all of the parties hereto, which consent may be withheld by any party in its absolute and sole discretion. This Security Agreement may not be amended or modified except by a written agreement signed by Debtor and the Secured Parties. This Security Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles. Upon full and final payment of all Secured Obligations, the Secured Parties hereby authorizes Debtor or its designee to prepare and file (i) an amendment in such form as it deem appropriate with respect to the Uniform Commercial Code financing statements filed by or for the benefit of the Secured Parties against Debtor to reflect the release of the Security Interest and (ii) any release and/or other agreements in form and substance reasonably satisfactory to Debtor or its designee to authorize, evidence and/or effect the termination and release by the Secured Parties of all Security Interest granted to the Secured Parties in the Collateral.

[SIGNATURE PAGE TO FOLLOW]

Handwritten signature and initials, possibly 'OSD' and 'ml', located at the bottom right of the page.

IN WITNESS WHEREOF, Debtor and the Secured Parties have executed this Security Agreement as of the date first hereinabove written.

SECURED PARTY:

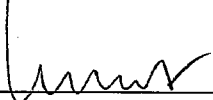
Craft Distillers, Inc.
a California corporation



By: Ansley Coale
Its: CEO

SECURED PARTY:

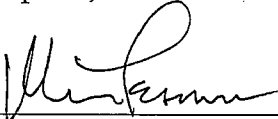
Doppelganger Inc.
a California corporation

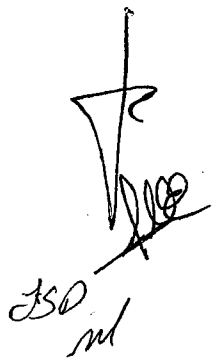


By: Jörg Rupf
Its: President

DEBTOR:

Proximo Spirits, Inc.



By: Mark Teasdale
Its: President

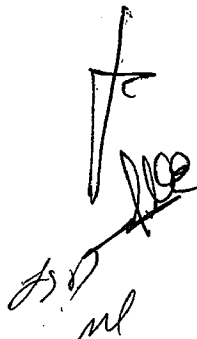
Handwritten initials and signature, possibly 'JSD' and 'ml', with a large stylized mark above.

EXHIBIT A
TO SECURITY AGREEMENT

List of Promissory Notes

Promissory Note, dated April 28, 2010, by Debtor in favor of Craft Distillers, Inc.

Promissory Note, dated April 28, 2010, by Debtor in favor of Doppelganger Inc.

Handwritten signature and initials in the bottom right corner, including a large stylized 'V' or 'C' and the letters 'ml'.