

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest/Termination of Pledge Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABN Amro Bank N.V., London Branch		10/06/2011	Bank: NETHERLANDS
RECEIVING PARTY DATA			
Name:	SA F. LLI GALLI CAMIS & STOCK		
Street Address:	Rigistrasse 3		
Internal Address:	c/o Stock Spirits Group Servies AG		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	6301 Zug		
Entity Type:	Privately Held Co.: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2698526	LIMONCE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	936874		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$40.00 2698526

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**TRADEMARK
 REEL: 004638 FRAME: 0290**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

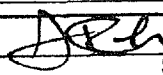
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/07/2011

Total Attachments: 11

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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>ABN AMRO BANK N.V., LONDON BRANCH</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>BANK</u></p> <p>Citizenship (see guidelines) <u>Netherlands</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>October 6, 2011</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of security interest/Termination of Pledge Agreement</u></p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>SA F. LIU GALLI CAMIS & STOCK</u> Internal <u>c/o Stock Spirits Group</u> Address: <u>Services AG</u> Street Address: <u>Rigistrasse 3</u> City: _____ State: _____ Country: <u>Switzerland</u> Zip: <u>6301 Zug</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Privately Held Co</u> Citizenship <u>SWITZERLAND</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2 698 526</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Corporation Service Company</u> Internal Address: _____ Street Address: _____ <u>1180 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u> Phone Number: <u>212-299-5600</u> Fax Number: <u>212-299-5656</u> Email Address: _____</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: <u></u> <u>10/7/11</u> _____ _____ Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 11</p> <p style="text-align: center;">Name of Person Signing: <u>Jonathan Larson</u></p>	

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

EXECUTION VERSION

RELEASE OF SECURITY

DATED 6 October, 2011

BETWEEN

F.LLI GALLI, CAMIS & STOCK AG

AND

THE ROYAL BANK OF SCOTLAND N.V.
as Security Agent

ALLEN & OVERY

Allen & Overy LLP

0017928-0003439 NY:12412102.3

TRADEMARK
REEL: 004638 FRAME: 0293

CONTENTS

Clause	Page
1. Interpretation.....	1
2. Release.....	1
3. Further Assurance.....	1
4. Expenses.....	2
5. Counterparts.....	2
6. Governing law.....	2
 Signatories.....	 1

THIS RELEASE OF SECURITY is dated 6 October, 2011

BETWEEN:

- (1) **F.LLI GALLI, CAMIS & STOCK AG** (*f/k/a* SA F.lli Galli, Camis & Stock), a company organized under the laws of Switzerland (the **Released Party**); and
- (2) **THE ROYAL BANK OF SCOTLAND N.V.** (formerly ABN AMRO Bank N.V., London Branch), as security agent for the Finance Parties (as defined in the Facilities Agreement defined below) (the **Security Agent**).

BACKGROUND:

- (A) Reference is made to that certain Facilities Agreement, dated as of July 27, 2007, among, *inter alios*, the Security Agent (as Agent and Original Issuing Bank), the financial institutions listed in Part II of Schedule I thereto (as Original Lenders), Stock Spirits Group Limited (formerly known as Cherry Holdings (UK) Limited) (as the Parent and an Original Guarantor), and the Released Party (as an Additional Guarantor), as amended by amendment letters dated September 11, 2007, November 22, 2007, December 19, 2007, February 1, 2008 and February 25, 2008 (the **Facilities Agreement**).
- (B) Pursuant to the Pledge Agreement, dated June 25, 2008 (the **Pledge Agreement**), recorded with the United States Patent and Trademark office on June 26, 2008 at Reel 003804, Frame 0143, the Released Party pledged certain intellectual property collateral to the Security Agent to secure the obligations under the Facilities Agreement.
- (C) In connection with the repayment in full of all Secured Liabilities (the **Repayment**) on or before the Transfer Time (as defined in the Deed of Release, dated as of 6 October 2011 among, *inter alios*, the Parent, the Released Party and the Security Agent) the parties wish to terminate the Pledge Agreement.

NOW, THEREFORE, the parties agree as follows.

1. INTERPRETATION

1.1 Construction

Unless given a different meaning herein, terms defined in the Pledge Agreement, dated as of February 4, 2008 between the Released Party and the Security Agent, (including by reference to the Facilities Agreement) shall have the same meanings when used herein.

2. RELEASE

With effect on the Transfer Time, the Security Agent hereby, on behalf of itself and the Secured Parties, (a) agrees that the Pledge Agreement is terminated and of no further force and effect, except its provisions that expressly survive repayment of the obligations secured thereby, and (b) irrevocably and unconditionally releases (i) the Released Party from all of its obligations and liabilities under the Pledge Agreement and (ii) the Collateral from the Security Agent's Lien.

3. FURTHER ASSURANCE

- (a) The Security Agent will, at the reasonable request and cost of the Released Party, take any action which may be reasonably necessary to give effect to Clause 2 (Release) of this Release of Security. The Security Agent hereby agrees that, at the expense of the Released

Party, it will (i) execute and deliver to the Released Party all instruments of release and discharge pertaining to the security interests and liens described above of the Security Agent in any of the property, real or personal, as the Released Party may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens and (ii) deliver herewith any and all certificates, instruments or other tangible Collateral (together with any and all stock powers or other instruments of transfer executed in blank that have been delivered therewith). In addition, the Security Agent hereby authorizes the Released Party and their designees and/or agents, to file all Uniform Commercial Code termination statements as are necessary to effectuate, or reflect of public record, the release and discharge of such security interests and liens, without the signature of the Security Agent or any Secured Party, to the extent permitted by law. The Security Agent will, at the expense of the Released Party, execute and deliver such other termination statements, re-assignments or documents as the Released Party may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens.

- (b) The Released Party further acknowledges and agrees that if, at any time for any reason (including the insolvency, bankruptcy, dissolution, liquidation, or reorganization of the Released Party or any Obligor or the appointment of any intervenor or conservator of, or agent or similar official for, the Released Party or any Obligor or any of their respective properties), the Repayment (or any portion of the Repayment) is rescinded or must otherwise be restored or returned by the Agent or any Finance Party, the amount rescinded, restored or returned will continue to be due and owing under the Facilities Agreement, the Pledge Agreement will continue to be effective or will be reinstated, if necessary, as if that payment had not been made.

4. **EXPENSES**

The Released Party must promptly pay the amount of all reasonable costs and expenses (including legal fees and other out-of-pocket expenses and any value added tax or other similar tax thereon) reasonably incurred in respect of, or in connection with, the negotiation, preparation and execution of, this Release of Security and any related documentation by the Security Agent.

5. **COUNTERPARTS**

This Release of Security may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Release of Security.


6. **GOVERNING LAW**

The release and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely within such State.

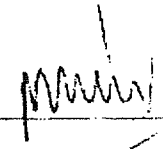
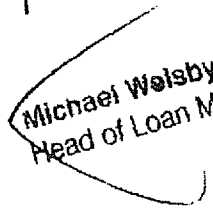
THIS RELEASE OF SECURITY has been executed and delivered on the date written above.

SIGNATORIES

F.LLI GALLI, CAMIS & STOCK AG


Name: Cathia Hochsinger
Title: Director / P&A

THE ROYAL BANK OF SCOTLAND, N.V.
the Security Agent


Name:
Title:

Michael Welsby
Head of Loan Markets & UK Syndicator

EXECUTION VERSION

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0017928-0003439 NY:12412102.3

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REEL: 004638 FRAME: 0298

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- (b) The Released Party further acknowledges and agrees that if, at any time for any reason (including the insolvency, bankruptcy, dissolution, liquidation, or reorganization of the Released Party or any Obligor or the appointment of any intervenor or conservator of, or agent or similar official for, the Released Party or any Obligor or any of their respective properties), the Repayment (or any portion of the Repayment) is rescinded or must otherwise be restored or returned by the Agent or any Finance Party, the amount rescinded, restored or returned will continue to be due and owing under the Facilities Agreement, the Pledge Agreement will continue to be effective or will be reinstated, if necessary, as if that payment had not been made.

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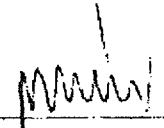
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SIGNATORIES

F.LLI GALLI, CAMIS & STOCK AG


Name: Corina Kuchering
Title: Director / P&A

THE ROYAL BANK OF SCOTLAND, N.V.
the Security Agent


Name:
Title:
Michael Walsby
Head of Loan Markets & UK Syndicator