

## 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
MAISON DES FUTAILLES, S.E.C./MAISON DES FUTAILLES, L.P.		02/14/2014	LIMITED PARTNERSHIP: QUEBEC
RECEIVING PARTY DATA			
Name:	6569277 CANADA INC.		
Street Address:	3285 ch. de Bedford		
City:	Montreal Quebec		
State/Country:	CANADA		
Postal Code:	H3S 1G5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85503171	BLACK MAC RESERVE 51	
Serial Number:	85643552	BLOODY BEAUTIFUL	
Serial Number:	85002381	BON CHEF	
Serial Number:	85543820	CHINA SHOP	
Serial Number:	85627275	GLOBAL SIGNATURE	
Serial Number:	85679628	LIKE-A-BULL	
Serial Number:	86017174	SORTILÈGE	
Serial Number:	86011535	SORTILEGE	
Serial Number:	85135515	SPICEBOX	
Serial Number:	85278068	SPICEBOX...TRUE CANADIAN SPIRIT	
Serial Number:	85401620	X-ISLE BLACK COVE	
CORRESPONDENCE DATA			

OP \$290.00 85503171

Fax Number: 7136515246

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 713-651-5567

Email: annie.aymond@nortonrosefulbright.com

Correspondent Name: Fulbright & Jaworski LLP / Annie Aymond

Address Line 1: 1301 McKinney Street

Address Line 4: Houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:

11304136/ MAISONDESFUTAIL

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Annie Aymond

Signature:

/Annie Aymond/

Date:

02/19/2014

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the <sup>th</sup> 14 day of February, 2014 by and between **MAISON DES FUTAILLES, S.E.C./MAISON DES FUTAILLES, L.P.**, a limited partnership subsisting under the laws of the Province of Quebec ("Grantor"), and **6569277 CANADA INC.**, having a principal place of business at 3285 ch. de Bedford Montréal, Quebec, H3S 1G5, a corporation subsisting under the laws of Canada ("Lender").

### RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (collectively, the "Loan"), pursuant to a certain loan agreement bearing formal date of February 14, 2014 between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all its registered and unregistered intellectual property to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender under the Loan Agreement (hereinafter, the "Indebtedness"), Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all of intellectual property of the Grantor, present and future, wherever situated, including, without limitation, the Trademarks, labels, patents, tradenames, copyrights, trade secrets, formulas, industrial designs or other similar property;

(b) Any trademark, present and future, wherever situated, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Trademarks");

(c) All amendments, extensions, renewals and extensions of any of the Trademarks;  
and

(d) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(c) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected security interest and collateral assignment in the Intellectual Property Collateral in the United States, securing the payment and performance of the obligations evidenced by the Loan Agreement; and

(d) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. (under U.S. law) or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Trademarks and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A hereof, as appropriate, to include reference to any right, title or interest in any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default (as such term is defined in the Loan Agreement) occurs under the Loan Agreement or a default occurs under section 5.1 of the Hypothec (as such term is defined in the Loan Agreement); or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the New York Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Trademarks to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative. In addition, Lender shall have the right to exercise any and all remedies granted to it in the Loan Agreement.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its directors, officers, employees, agents, attorneys of any other Person affiliated with or representing Lender against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor under this IP Agreement (including without limitation, reasonable attorneys' fees and expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

9. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Paramountcy. In the event of any inconsistency between the contents hereof and those contained in the Loan Agreement, the terms of the Loan Agreement shall prevail. Nothing herein contained shall be construed as limiting any rights of the Lender or obligations of the Grantor under the Loan Agreement or any other agreements or documents presently or in the future existing between the Lender and the Grantor.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Grantor and Lender each submit to the exclusive jurisdiction of the State and Federal courts in New York; provided, however, that nothing in this IP Agreement shall be deemed to operate to preclude Lender from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Lender. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal

jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in the Loan Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantor's actual receipt thereof or three (3) days after deposit in the U.S. mail, proper postage prepaid.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND LENDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS IP AGREEMENT, THE LOAN AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

17. Notices. All notices or demands shall be in writing and shall be served personally, by overnight delivery, or by certified mail. Service shall be deemed conclusively made at the time of service if personally served, one (1) business day after timely deposit thereof with an overnight delivery service if served by overnight delivery, and five (5) business days after deposit thereof in the mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail, addressed to the address of the relevant party shown on the signature pages below.

[Signature Pages Follow]

IN WITNESS WHEREOF, this IP Agreement, and all documents executed in connection herewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Grantor in the United States of America. In addition, this IP Agreement is being executed on the day and year first written above.

**MAISON DES FUTAILLES, S.E.C./MAISON DES FUTAILLES, L.P.,**  
represented by its sole general partner **4338626 Canada Inc.**

**4338626 Canada Inc.**

Per: 

Name: David Angel  
Title: Director

Address: 1250 rue Nobel  
Suite 275  
Boucherville, Quebec  
J4B 5H1

Attention: President

**6569277 CANADA INC.**

Per: 

Name: David Angel  
Title: Executive Vice President and Chief Financial Officer

Address: 3285 ch. de Bedford  
Montréal, Quebec H3S 1G5

Attention: Corporate Secretary

## EXHIBIT "A"

TRADEMARKS

TRADEMARKS	US APPLICATION NO.	US REGISTRATION NO.	OWNER
<b>BLACK MAC RESERVE 51</b>	85/503,171	4,398,485	Maison des Futailles, S.E.C.
<b>BLOODY BEAUTIFUL</b>	85/643,552	N/A	Maison des Futailles, S.E.C.
<b>BON CHEF</b>	85/002,381	4,017,966	Maison des Futailles, S.E.C.
<b>CHINA SHOP</b>	85/543,820	N/A	Maison des Futailles, S.E.C.
<b>GLOBAL SIGNATURE &amp; DESIGN</b>	85/627,275	N/A	Maison des Futailles, S.E.C.
<b>LIKE-A-BULL</b>	85/679,628	4,464,651	Maison des Futailles, S.E.C.
<b>SORTILÈGE</b>	86017174 and 86011535	N/A	Maison des Futailles, S.E.C.
<b>SPICEBOX</b>	85/135,515	4,046,709	Maison des Futailles, S.E.C.
<b>SPICEBOX TRUE CANADIAN SPIRIT</b>	85/278,068	4,085,199	Maison des Futailles, S.E.C.
<b>X-ISLE BLACK COVE</b>	85/401,620	4,444,278	Maison des Futailles, S.E.C.