

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380373

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Destileria Serralles, Inc.		04/07/2016	Corporation: PUERTO RICO
Serralles USA, LLC		04/07/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	679896	BALUARTE
Registration Number:	679895	BALUARTE
Registration Number:	1779810	BLACKBEARD
Registration Number:	4009405	BLACKBEARD
Registration Number:	693294	BOCA CHICA
Registration Number:	1057887	
Registration Number:	4027445	SERRALLES
Registration Number:	4315719	BOURGET
Registration Number:	4887016	CANE CAMP
Registration Number:	1499852	COCO-BEST
Registration Number:	1220247	
Registration Number:	1495293	DON JUAN
Registration Number:	341119	DON Q
Registration Number:	2104164	DON Q GRAND ANEJO
Registration Number:	3213822	DON Q LIMON
Registration Number:	3551745	DON Q PASION
Registration Number:	3793655	DONQ COCO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	910200	GRANADO
Registration Number:	900426	
Registration Number:	4782166	KOFRESI
Registration Number:	3747744	PALO VIEJO
Registration Number:	3333873	RON LLAVE
Registration Number:	1150590	SERRALLES
Registration Number:	508985	SUPERIOR 70
Registration Number:	4682585	UNQUESTIONABLE
Serial Number:	86586748	CHICHAITO ORIGINAL
Serial Number:	85559204	RON SUPR

CORRESPONDENCE DATA

Fax Number: 6785337787

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-523-5300

Email: sls@phrd.com

Correspondent Name: STEVE SCHAAF, PARALEGAL

Address Line 1: 303 PEACHTREE STREET, NE, SUITE 3600

Address Line 2: PARKER, HUDSON, RAINER & DOBBS LLP

Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 2689.130

NAME OF SUBMITTER: Harrison Roberts

SIGNATURE: /HJR/

DATE SIGNED: 04/13/2016

Total Attachments: 32

source=Trademark Security Agreement (DSI)#page1.tif
source=Trademark Security Agreement (DSI)#page2.tif
source=Trademark Security Agreement (DSI)#page3.tif
source=Trademark Security Agreement (DSI)#page4.tif
source=Trademark Security Agreement (DSI)#page5.tif
source=Trademark Security Agreement (DSI)#page6.tif
source=Trademark Security Agreement (DSI)#page7.tif
source=Trademark Security Agreement (DSI)#page8.tif
source=Trademark Security Agreement (DSI)#page9.tif
source=Trademark Security Agreement (DSI)#page10.tif
source=Trademark Security Agreement (DSI)#page11.tif
source=Trademark Security Agreement (DSI)#page12.tif
source=Trademark Security Agreement (DSI)#page13.tif
source=Trademark Security Agreement (DSI)#page14.tif
source=Trademark Security Agreement (DSI)#page15.tif
source=Trademark Security Agreement (DSI)#page16.tif

source=Trademark Security Agreement (DSI)#page17.tif
source=Trademark Security Agreement (DSI)#page18.tif
source=Trademark Security Agreement (DSI)#page19.tif
source=Trademark Security Agreement (DSI)#page20.tif
source=Trademark Security Agreement (DSI)#page21.tif
source=Trademark Security Agreement (DSI)#page22.tif
source=Trademark Security Agreement (DSI)#page23.tif
source=Trademark Security Agreement (DSI)#page24.tif
source=Trademark Security Agreement (DSI)#page25.tif
source=Trademark Security Agreement (DSI)#page26.tif
source=Trademark Security Agreement (DSI)#page27.tif
source=Trademark Security Agreement (DSI)#page28.tif
source=Trademark Security Agreement (DSI)#page29.tif
source=Trademark Security Agreement (DSI)#page30.tif
source=Trademark Security Agreement (DSI)#page31.tif
source=Trademark Security Agreement (DSI)#page32.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 7th day of April, 2016, by and among **BANK OF AMERICA, N.A.**, a national banking association, having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender"), and **DESTILERÍA SERRALLÉS, INC.**, a Puerto Rico corporation ("DSI"), and **SERRALLES USA, LLC**, a Delaware limited liability company ("SUSA"; together with DSI, are sometimes collectively referred to herein as the "Companies" and individually as "Company"), each having a mailing address at P.O. Box 198, Mercedita, Puerto Rico 00715-0198.

Recitals:

The Companies desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof, (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among the Companies and Lender.

Lender is willing to make loans and other financial accommodations to the Companies from time to time, pursuant to the terms of the Loan Agreement, provided that each Company execute this Agreement for recording with the U.S. Patent and Trademark Office, the Trademarks Registry of the Puerto Rico Department of State and other governmental authorities.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.
2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral):

(a) all trademarks, trademark registrations, trade names and trademark applications owned by such Company, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against such Company in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Lender that:

(a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Lender's request, provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of such Company;

(b) Such Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office, the Trademarks Registry of the Puerto Rico Department of State or any other applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to such Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation,

and shall not become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and such Company shall give to Lender prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to each Company, each of which such Company hereby expressly waives, collect directly any payments due such Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of such Company, which right such Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office, the Trademarks Registry of the Puerto Rico Department of State or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related

to the Trademark Collateral, shall be borne and paid by each Company (it being the intent of such Company and Lender that such Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by such Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Base Rate Revolver Loans.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Each Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by such Company. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events such Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and such Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Lender may discharge such obligations in such Company's name or in Lender's name, in Lender's sole discretion, but at such Company's expense, and such Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or

unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. This Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be an original. This Agreement (and each duplicate original) also may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document.

21. Each Company hereby waives notice of Lender's acceptance hereof.

22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

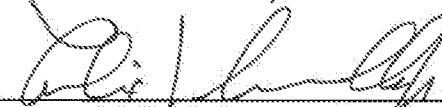
23. To the fullest extent permitted by Applicable Law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

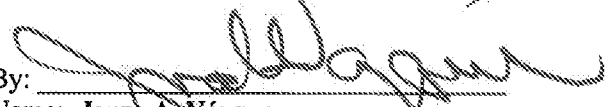
[Remainder of page intentionally left blank;
signatures appear on the following pages.]

WITNESS the execution hereof under seal as of the date first above written.

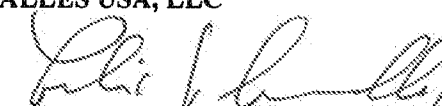
COMPANIES:

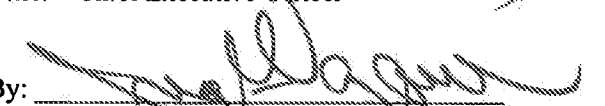
DESTILERÍA SERRALLÉS, INC.

By: 
Name: **Felix J. Serrallés, Jr.**
Title: **President and Chief Executive Officer**

By: 
Name: **Jorge A. Vázquez**
Title: **Vice President of Finance, Treasurer
and Secretary**

SERRALLES USA, LLC

By: 
Name: **Felix J. Serrallés, Jr.**
Title: **Chief Executive Officer**

By: 
Name: **Jorge A. Vázquez**
Title: **Vice President of Finance, Treasurer
and Secretary**

[Signatures continue on the following page]

Accepted:

LENDER:

BANK OF AMERICA, N.A.

By: 
Name: **Todd Tarrance**
Title: Vice President

EXHIBIT A

Trademarks

(To be attached.)

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks as of April 5, 2016

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
AIPO (African Union)	DON Q	3200102570	4/27/2001	44866	4/27/2001	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Antigua And Barbuda	DON Q		4/27/1972	1697	4/28/1986	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
NA 43: FERMENTED LIQUORS AND SPIRITS						
Argentina	GRANADO	2903315	3/25/2009	2344689	4/26/2010	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Aruba	DON Q			12560	1/1/1986	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: ALCOHOLIC BEVERAGES, NAMELY RUM						
Aruba	GRANADO			12558	6/29/1988	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: ALCOHOLIC BEVERAGES, NAMELY RUM						
Aruba	PALO VIEJO			12557	6/29/1988	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: ALCOHOLIC BEVERAGES, NAMELY RUM						
Aruba	RON LLAVE			12559	6/29/1988	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: ALCOHOLIC BEVERAGES, NAMELY RUM						
Australia	DON Q			244558	12/3/1970	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUMS AND BEVERAGES DERIVED FROM OR CONTAINING RUM						
Australia	PALO VIEJO			224238	11/20/1968	REGISTERED
<i>Rec. Owner:</i> Puerto Rico Distillers, Inc.						
33: ALL GOODS IN CLASS						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Austria	DON Q			66097	2/23/1970	REGISTERED
	<i>Rec. Owner:</i> Destileria Serralles, Inc.					
33: RUM, BEVERAGES OF RUM BASE, DRINKS CONTAINING RUM						
Bahamas	DON Q			2808	8/6/1985	REGISTERED
	<i>Rec. Owner:</i> Destileria Serralles, Inc.					
33: RUM						
Barbados	DON Q			813870	2/4/1973	REGISTERED
	<i>Rec. Owner:</i> Destileria Serralles, Inc.					
33: RUM						
Belize	DON Q			7121	10/29/1991	REGISTERED
	<i>Rec. Owner:</i> Destileria Serralles, Inc.					
33: RUM						
Benelux	DON Q			36801	5/21/1971	REGISTERED
	<i>Rec. Owner:</i> Destileria Serralles, Inc.					
33: RUM AND BEVERAGES OF RUM MADE OR RUM FITTED						
Benelux	DON Q CRISTAL			568518	2/7/1995	REGISTERED
	<i>Rec. Owner:</i> Destileria Serralles, Inc.					
33: RUM						
Bermuda	DON Q			4641	10/7/1982	REGISTERED
	<i>Rec. Owner:</i> Destileria Serralles, Inc.					
33: RUM						
BES Islands	BOCA CHICA			2560	9/8/2011	REGISTERED
	<i>Rec. Owner:</i> Destileria Serralles, Inc.					
32: BEERS; MINERAL AND AERATED WATERS AND OTHER NON-ALCOHOLIC DRINKS; FRUIT DRINKS AND FRUIT JUICES; SYRUPS AND OTHER PREPARATIONS FOR MAKING BEVERAGES						
BES Islands	DON Q			2559	9/8/2011	REGISTERED
	<i>Rec. Owner:</i> Destileria Serralles, Inc.					
33: RUM, WINE						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
BES Islands	PALO VIEJO <i>Rec. Owner:</i> Destileria Serralles, Inc.			2598	9/8/2011	REGISTERED
33: ALCOHOLIC BEVERAGES, NAMELY RUM						
Bolivia	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			69425	7/20/1976	REGISTERED
33: RUM						
Brazil	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			813759536	8/8/1989	REGISTERED
33: RUM						
Brazil	DON Q CRISTAL <i>Rec. Owner:</i> Destileria Serralles, Inc.	820349976	10/13/1997	820349976	12/14/2004	REGISTERED
33: RUM						
Canada	BLACKBEARD <i>Rec. Owner:</i> Destileria Serralles, Inc.	1489547	7/21/2010	TMA810077	10/25/2011	REGISTERED
RUM						
Canada	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			117390	4/1/1960	REGISTERED
RUM						
Chile	COCO BEST <i>Rec. Owner:</i> Destileria Serralles, Inc.			809885	10/23/1997	REGISTERED
33: RUM						
Chile	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			824982	7/21/1998	REGISTERED
33: RUM						
Chile	DON Q label <i>Rec. Owner:</i> Destileria Serralles, Inc.			824419	7/21/1998	REGISTERED
33: RUM						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
China (People's Republic Of) WIPO	BLACKBEARD	1046740	7/20/2010	1046740	7/20/2010	REGISTERED
33: RUM						
China (People's Republic Of)	DON Q			1209382	9/21/1998	REGISTERED
33: RUM						
Colombia	DON Q			153742	2/1/1994	REGISTERED
33: RUM						
Costa Rica	BLACKBEARD	10006517	7/21/2010	207814	3/14/2011	REGISTERED
33: RUM						
Costa Rica	DON Q			82427	6/24/1993	REGISTERED
33: RUM, VODKA, GIN, TEQUILA, WHISKEY, BRANDY, AGUAVA, COGNAC AND OTHER DISTILLED ALCOHOLIC BEVERAGES						
Costa Rica	DON Q CRISTAL			108146	7/2/1998	REGISTERED
33: RUM						
Cuba	DON Q	1060488	9/1/2010	1060488	9/1/2010	REGISTERED
33: RUM						
Curaçao	BOCA CHICA			01904	12/20/1996	REGISTERED
32: BEERS; MINERAL AND AERATED WATERS AND OTHER NON-ALCOHOLIC DRINKS; FRUIT DRINKS AND FRUIT JUICES; SYRUPS AND OTHER PREPARATIONS FOR MAKING BEVERAGES						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Curaçao	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			01903	8/24/1998	REGISTERED
33: RUM, WINE						
Curaçao	PALO VIEJO <i>Rec. Owner:</i> Destileria Serralles, Inc.			01905	8/11/1978	REGISTERED
33: ALCOHOLIC BEVERAGES, NAMELY RUM						
Cyprus	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			12356	10/27/1990	REGISTERED
33: RUM						
Czech Republic	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	80560		183945	6/14/1993	REGISTERED
33: RUM						
Democratic Republic of Congo	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	NP2237RDC97	7/17/1997	6165/97	7/17/1997	REGISTERED
33: RUM						
Democratic Republic of Congo	DON Q CRISTAL <i>Rec. Owner:</i> Destileria Serralles, Inc.	NP/820/ZAI/95	4/4/1995	RM/RDC/914	4/4/1995	REGISTERED
33: RUM						
Democratic Republic of Congo	DON Q ORO <i>Rec. Owner:</i> Destileria Serralles, Inc.	NP365RDC98	8/24/1998	RMRDC6572008	8/24/1998	REGISTERED
33: RUM						
Denmark	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			VR 1968 02976	11/8/1968	REGISTERED
33: RUM AS WELL AS DRINKS MADE OF OR CONTAINING RUM						
Dominica	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			1419	5/15/1986	REGISTERED
33: RUM						


Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Dominican Republic	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			44412	3/16/1988	REGISTERED
33: RUM						
Dominican Republic	DON Q CRISTAL <i>Rec. Owner:</i> Destileria Serralles, Inc.			106786	9/15/1999	REGISTERED
33: RUM						
Dominican Republic	RON LLAVE <i>Rec. Owner:</i> Destileria Serralles, Inc.			9896	6/10/1957	REGISTERED
33: RUM						
Ecuador	COCO BEST <i>Rec. Owner:</i> Destileria Serralles, Inc.			1248	9/24/1999	REGISTERED
33: RUM						
Ecuador	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	39313		1685-88	6/28/1988	REGISTERED
33: RUM						
El Salvador	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			14862	5/24/1997	REGISTERED
33: RUM						
El Salvador	LLAVE <i>Rec. Owner:</i> Destileria Serralles, Inc.	E-7718-98	12/4/1998	156 Book 135	7/12/2001	REGISTERED
32: BEERS AND FERMENTED BEVERAGES IN GENERAL, EXCLUDING GINGER BEER						
El Salvador	LLAVE <i>Rec. Owner:</i> Destileria Serralles, Inc.			141 BOOK 179	11/14/2003	REGISTERED
33: ALCOHOLS, BRANDIES AND MISCELLANEOUS SPIRITS LIQUORS, WHISKY, RUM AND DRINKS CONTAINING RUM, WINES, SPARKLING WINES, CIDERS						
Estonia	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	M200700151	2/7/2007	45138	6/6/2008	REGISTERED
33: ALCOHOLIC BEVERAGES (EXCEPT BEER)						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
European Union	BLACKBEARD	1046740	7/20/2010	1046740	7/20/2010	REGISTERED
<i>WIPO</i>						
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
European Union	DON Q	009125147	5/21/2010	009125147	1/22/2014	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM AND OTHER ALCOHOLIC BEVERAGES INCLUDING RUM						
Finland	DON Q			55374	10/6/1969	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM OR DRINKS PRODUCE OF OR CONTAINING RUM						
France	DON Q			1679586	10/19/1990	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUMS AND BEVERAGES DERIVED RUM, DRINKS CONTAINING RUM						
Germany	RON SUPERIOR DON Q Label			963211	11/30/1970	REGISTERED
						
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Greece	DON Q			45690	2/9/1991	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Guatemala	DON Q			19073/255/53	12/14/1987	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Guyana	DON Q			8639A	2/11/2000	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Honduras	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			14862	2/8/1968	REGISTERED
33: RUM						
Honduras	DON Q CRISTAL <i>Rec. Owner:</i> Destileria Serralles, Inc.			71523	4/16/1998	REGISTERED
33: RUM						
Hong Kong	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			199609103	10/4/1991	REGISTERED
33: RUM AND/OR ALL ALCOHOLIC BEVERAGES DERIVED FROM OR CONTAINING RUM						
Hungary	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.		7/1/1993	140717	7/1/1993	REGISTERED
33: RUM						
India	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	760943	5/20/1997	760943	5/20/1997	REGISTERED
33: WHISKEY						
Israel	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			87688	6/9/1993	REGISTERED
33: RUM						
Italy	DON "Q" (STYLIZED)	TO97C002472	9/19/1997	1302884	10/19/1957	Registered
						
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM, WINE, SPIRITS AND LIQUEURS						
Italy	DON Q CRISTAL <i>Rec. Owner:</i> Destileria Serralles, Inc.	T099C001980	6/18/1999	1369635	6/18/1999	REGISTERED
33: RUM, ALCOHOLIC BEVERAGES, PRODUCTS DERIVED FROM ALL THE AFORESAID						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Jamaica	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			16275	2/15/1979	REGISTERED
33: RUM						
Japan	BLACKBEARD <i>WIPO</i> <i>Rec. Owner:</i> Destileria Serralles, Inc.	1046740	7/20/2010	1046740	7/20/2010	REGISTERED
33: RUM						
Japan	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			3270822	3/12/1997	REGISTERED
33: RUM						
Japan	PALO VIEJO <i>Rec. Owner:</i> Destileria Serralles, Inc.			2596812	11/30/1993	REGISTERED
33: JAPANESE LIQUORS, WESTERN LIQUORS, ALCOHOLIC BEVERAGES FOR FRUIT, CHINESE LIQUORS, AND FLAVORED TONIC LIQUORS						
Latvia	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	M07152	2/5/2007	59411	2/5/2007	REGISTERED
33: ALCOHOLIC BEVERAGES (EXCEPT BEER)						
Lebanon	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			115618	3/8/1993	REGISTERED
33: RUM						
Lithuania	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	0254	2/2/2007	56397	1/18/2008	REGISTERED
33: ALCOHOLIC BEVERAGES (EXCEPT BEER)						
Malaysia	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			9105368	9/5/1991	REGISTERED
33: RUM						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Malta	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			10200	10/13/1983	REGISTERED
33: RUM						
Mexico	BLACKBEARD <i>Rec. Owner:</i> Destileria Serralles, Inc.	1111055	8/10/2010	1349559	2/21/2013	REGISTERED
33: RUM						
Mexico	CALICHE <i>Rec. Owner:</i> Destileria Serralles, Inc.	1540731	10/22/2014	1518893	2/26/2015	REGISTERED
33: ALCOHOLIC BEVERAGES, EXCLUDING BEER; RUM						
Mexico	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.		11/28/1979	244801	11/28/1984	REGISTERED
33: RUM						
Mexico	DON Q CRISTAL <i>Rec. Owner:</i> Destileria Serralles, Inc.		11/3/1994	616549	11/3/1994	REGISTERED
33: RUM						
Montserrat	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			679	4/28/1986	REGISTERED
33: RUM						
Morocco	DON "Q" <i>Rec. Owner:</i> Destileria Serralles, Inc.			64160	10/13/1977	REGISTERED
33: RUM						
Nicaragua	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			33511 C.C.	2/26/1997	REGISTERED
33: RUM						
Norway	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			81432	3/31/1971	REGISTERED
33: RUM						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Panama	BLACKBEARD <i>Rec. Owner:</i> Destileria Serralles, Inc.	192423	8/12/2010	192423	8/12/2010	REGISTERED
33: RUM						
Panama	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			53947	11/6/2010	REGISTERED
33: RUM						
Panama	DON Q CRISTAL <i>Rec. Owner:</i> Destileria Serralles, Inc.	91919	1/14/1998	91919	1/14/1998	REGISTERED
33: RUM						
Paraguay	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			181451	3/31/1995	REGISTERED
33: RUM						
Peru	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			13170	9/19/1996	REGISTERED
33: WINES, SPARKLING WINES, ALCOHOLS, LIQUORS, SPECIALLY RUM						
Philippines	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	102541	9/14/1995	104788	11/28/2000	Registered
33: RUM						
Poland	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.		6/22/1993	90562	6/22/1993	REGISTERED
33: RUM						
Portugal	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			186542	12/9/1975	REGISTERED
33: RUM						
Puerto Rico	BOCA CHICA <i>Rec. Owner:</i> Destileria Serralles, Inc.	17353	5/29/1987	27852	5/29/1987	REGISTERED
33: RUM						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Puerto Rico	BOURGET <i>Rec. Owner: Destileria Serralles, Inc.</i>	02015499		26542	8/8/1985	REGISTERED
33: CORDIALS						
Puerto Rico	CHARADE and Design  <i>Rec. Owner: Destileria Serralles, Inc.</i>	53453	6/29/2006	69192	6/29/2006	REGISTERED
33: TABLE WINE						
Puerto Rico	DON Q <i>Rec. Owner: Destileria Serralles, Inc.</i>	01104712		4097	10/27/1936	REGISTERED
33: RUM						
Puerto Rico	DON Q GRAND ANEJO <i>Rec. Owner: Destileria Serralles, Inc.</i>	25319	9/26/1996	38937	9/26/1996	REGISTERED
33: ALCOHOLIC BEVERAGES, NAMELY, RUM						
Puerto Rico	DON QUIXOTE <i>Rec. Owner: Destileria Serralles, Inc.</i>	01104713		4099	10/24/1936	REGISTERED
33: RUM						
Puerto Rico	EUCALIPTINO 70 <i>Rec. Owner: Destileria Serralles, Inc.</i>	202409-05-1	8/29/2013			FILED
5: ALCOHOL FOR TOPICAL USE						
Puerto Rico	KOFRESI <i>Rec. Owner: Destileria Serralles, Inc.</i>	5782	5/31/1967	14720		REGISTERED
33						
Puerto Rico	LEGGENDA <i>Rec. Owner: Destileria Serralles, Inc.</i>	211541330	9/9/2015			FILED
33: LIQUEURS						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Puerto Rico	PUEBLO RUM <i>Rec. Owner:</i> Destileria Serralles, Inc.	01105548		10463	6/12/1958	REGISTERED
33: RUM						
Puerto Rico	RON DON JUAN <i>Rec. Owner:</i> Destileria Serralles, Inc.	53645	2/12/1946	6218		REGISTERED
33: RUM						
Puerto Rico	RON DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	2800	8/3/1936	4097	8/3/1936	REGISTERED
33: RUM						
Puerto Rico	RON DON QUIXOTE <i>Rec. Owner:</i> Destileria Serralles, Inc.	2801	8/3/1936	4099	8/3/1936	REGISTERED
33: RUM						
Puerto Rico	RON PIRATA <i>Rec. Owner:</i> Destileria Serralles, Inc.	01104738		4343	4/6/1938	REGISTERED
33: RUM, ANISETTE, GIN AND CORDIALS						
Puerto Rico	RON SANCHO <i>Rec. Owner:</i> Destileria Serralles, Inc.	5574	7/28/1966	14289	7/28/1966	REGISTERED
33: BEVERAGE MIXTURE						
Puerto Rico	RON SUPR <i>Rec. Owner:</i> Destileria Serralles, Inc.	0212778		28222	6/8/1988	REGISTERED
33: RUM						
Puerto Rico	SERRALLES <i>Rec. Owner:</i> Destileria Serralles, Inc.	3155	2/12/1946	6220	2/12/1946	REGISTERED
33: DISTILLED ALCOHOLIC LIQUEURS						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Russian Federation	BLACKBEARD	1046740	7/20/2010	1046740	7/20/2010	REGISTERED
<i>WIPO</i>						
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Russian Federation	DON Q		2/19/1993	127209	6/16/1995	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Saint Kitts And Nevis	DON Q			2014/0034	5/9/1986	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Saint-Lucia	DON Q			TM/1972/000009	2/8/1972	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Singapore	DON Q			T9107953Z	8/23/1991	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM						
Sint Maarten (Saint Martin NL)	BOCA CHICA			01904	12/20/1996	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
32: BEERS; MINERAL AND AERATED WATERS AND OTHER NON-ALCOHOLIC DRINKS; FRUIT DRINKS AND FRUIT JUICES; SYRUPS AND OTHER PREPARATIONS FOR MAKING BEVERAGES						
Sint Maarten (Saint Martin NL)	DON Q			01903	8/24/1998	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: RUM, WINE						
Sint Maarten (Saint Martin NL)	PALO VIEJO			01905	8/11/1978	REGISTERED
<i>Rec. Owner:</i> Destileria Serralles, Inc.						
33: ALCOHOLIC BEVERAGES, NAMELY RUM						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Slovak Republic	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	993-93		179193	6/17/1993	REGISTERED

33: RUM

South Africa	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			B71/2872	6/24/2001	REGISTERED
--------------	---	--	--	----------	-----------	------------

33: RUM

South Korea	DON "Q" and DON Q and Design		8/27/1992	40-248242	8/27/1992	REGISTERED
-------------	-------------------------------------	--	-----------	-----------	-----------	------------

*Rec. Owner:* Destileria Serralles, Inc.

33: RUM

South Korea	DON Q <i>WIPO</i> <i>Rec. Owner:</i> Destileria Serralles, Inc.	1060488	9/1/2010	1060488	9/1/2010	REGISTERED
-------------	--	---------	----------	---------	----------	------------

33: RUM

Spain	DON "Q" <i>Rec. Owner:</i> Destileria Serralles, Inc.			325756	10/24/1957	REGISTERED
-------	---	--	--	--------	------------	------------

33: DISTILLERY BY PRODUCTS, ALCOHOLS, EAUX DE VIE AND LIQUEURS

Spain	DON Q Label (Leaf Border)			507550	3/20/1969	REGISTERED
-------	----------------------------------	--	--	--------	-----------	------------

*Rec. Owner:* Destileria Serralles, Inc.

33: ALCOHOLS, BRANDIES, BRANDIES AND LIQUERS, WHISKEY, GIN, PUNCHES AND APERITIFS

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Spain	SERRALLES DON Q CRISTAL PUERTO RICAN RUM Label Design	2342567	9/6/2000	2342567	9/5/2001	REGISTERED



Rec. Owner: Destileria Serralles, Inc.

33: RUM

Sweden	DON Q			140356	8/25/1972	REGISTERED
--------	-------	--	--	--------	-----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM

Switzerland	DON Q			358848	11/20/1997	REGISTERED
-------------	-------	--	--	--------	------------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM AND BEVERAGES DERIVED FROM RUM OR CONTAINING RUM

Switzerland	DON Q Label (Leaf Border)			358964	11/20/1997	REGISTERED
-------------	---------------------------	--	--	--------	------------	------------



Rec. Owner: Destileria Serralles, Inc.

33: RUM AND BEVERAGES DERIVED FROM RUM OR CONTAINING RUM

Taiwan	DON Q			801636	4/15/1998	REGISTERED
--------	-------	--	--	--------	-----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM

Thailand	DON Q		8/7/1991	KOR147034	8/7/1991	REGISTERED
----------	-------	--	----------	-----------	----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM



Trinidad And Tobago	DON Q			B7282	2/9/1990	REGISTERED
---------------------	-------	--	--	-------	----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Turkey	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			75961	2/19/2003	REGISTERED
33: RUM						
Turks And Caicos Islands	BLACKBEARD <i>Rec. Owner:</i> Destileria Serralles, Inc.	16692	11/2/2011	16692	2/20/2012	REGISTERED
33: RUM						
Turks And Caicos Islands	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.	16435	1/11/2011	16435	1/11/2011	REGISTERED
33: ALL GOODS IN CLASS TO INCLUDE RUM						
Ukraine	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.		9/2/1993	8860	9/2/1993	REGISTERED
33: RUM						
United Kingdom	DON Q <i>Rec. Owner:</i> Destileria Serralles, Inc.			1481014	10/29/1991	REGISTERED
33: RUM						
United Kingdom	DON Q Label (Leaf Border)  <i>Rec. Owner:</i> Destileria Serralles, Inc.			971862	3/3/1971	REGISTERED
33: RUM						
United Kingdom	SERRALLES DON Q CRISTAL PUERTO RICAN RUM Label Design - Series  <i>Rec. Owner:</i> Destileria Serralles, Inc.			1481027	10/29/1991	REGISTERED
33: RUM						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United Kingdom	SERRALLES DON Q GOLD PUERTO RICAN RUM Label Design - Series			1482316	11/12/1991	REGISTERED



Rec. Owner: Destileria Serralles, Inc.

33: RUM

United States	BALUARTE (STYLIZED)			679896	6/9/1959	REGISTERED
---------------	---------------------	--	--	--------	----------	------------



Rec. Owner: Destileria Serralles, Inc.

5: PREPARATION FOR THE RELIEF OF TIRED MUSCLES AND SORENESS

United States	BALUARTE and Ship Design			679895	6/9/1959	REGISTERED
---------------	--------------------------	--	--	--------	----------	------------



Rec. Owner: Destileria Serralles, Inc.

5: PREPARATION FOR THE RELIEF OF TIRED MUSCLES AND SORENESS

United States	BLACKBEARD	74/135234	1/31/1991	1779810	6/29/1993	REGISTERED
---------------	------------	-----------	-----------	---------	-----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM

United States	BLACKBEARD (STYLIZED)	85/215773	1/12/2011	4009405	8/9/2011	REGISTERED
---------------	-----------------------	-----------	-----------	---------	----------	------------



Rec. Owner: Destileria Serralles, Inc.

33: RUM

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	BOCA CHICA <i>Rec. Owner:</i> Destileria Serralles, Inc.			693294	2/16/1960	REGISTERED

33: RUM

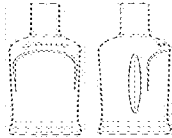
United States	Bottle Design 1972			1057887	2/1/1997	REGISTERED
---------------	---------------------------	--	--	---------	----------	------------



Rec. Owner: Destileria Serralles, Inc.

33: RUM

United States	Bottle Design 2010	77/826573	9/15/2009	4027445	9/20/2011	REGISTERED
---------------	---------------------------	-----------	-----------	---------	-----------	------------



Rec. Owner: Destileria Serralles, Inc.

33: RUM

United States	BOURGET	85/535142	2/6/2012	4315719	4/9/2013	REGISTERED
---------------	----------------	-----------	----------	---------	----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: LIQUEURS AND ALCOHOLIC CORDIALS

United States	CALICHE	85118567	8/30/2010	4165162	6/26/2012	REGISTERED
---------------	----------------	----------	-----------	---------	-----------	------------

Rec. Owner: SPR BRANDS, LLC

33: RUM

United States	CANE CAMP	86/647216	6/1/2015	4887016	1/12/2016	REGISTERED
---------------	------------------	-----------	----------	---------	-----------	------------

Rec. Owner: Destileria Serralles, Inc.

41: ORGANIZING EVENTS IN THE FIELD OF PUERTO RICAN CULTURE, ENVIRONMENT AND BEVERAGES FOR CULTURAL OR EDUCATIONAL PURPOSES.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	CHICHAITO ORIGINAL & Design	86/586748	4/3/2015			FILED

Rec. Owner: Destileria Serralles, Inc.

33: ALCOHOLIC BEVERAGES EXCEPT BEERS

United States	COCO-BEST			1499852	8/9/1988	REGISTERED
---------------	-----------	--	--	---------	----------	------------

Rec. Owner: Destileria Serralles, Inc.

32: CREAM OF COCONUT AND NON-ALCOHOLIC PINA COLADA MIX

United States	Design Of A Man Mounted On A Horse			1220247	12/14/1982	REGISTERED
---------------	------------------------------------	--	--	---------	------------	------------



Rec. Owner: Destileria Serralles, Inc.

33: RUM

United States	DON JUAN			1495293	7/5/1988	REGISTERED
---------------	----------	--	--	---------	----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM BASED CORDIAL

United States	DON Q			341119	12/1/1936	REGISTERED
---------------	-------	--	--	--------	-----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM

United States	DON Q GRAND ANEJO			2104164	10/7/1997	REGISTERED
---------------	-------------------	--	--	---------	-----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM


United States	DON Q LIMON	78/102462	1/14/2002	3213822	2/27/2007	REGISTERED
---------------	-------------	-----------	-----------	---------	-----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	DON Q PASION <i>Rec. Owner:</i> Destileria Serralles, Inc.	78/099779	12/21/2001	3551745	12/23/2008	REGISTERED
33: FRUIT-FLAVORED RUM						
United States	DONQ COCO <i>Rec. Owner:</i> Destileria Serralles, Inc.	77/377318	1/22/2008	3793655	5/25/2010	REGISTERED
33: RUM						
United States	GRANADO <i>Rec. Owner:</i> Destileria Serralles, Inc.			910200	3/16/1971	REGISTERED
33: ALCOHOLIC BEVERAGES-NAMELY, RUM						
United States	Key Design 			900426	10/6/1970	REGISTERED
33: ALCOHOLIC BEVERAGES-NAMELY, RUM						
United States	KOFRESI <i>Rec. Owner:</i> Destileria Serralles, Inc.	85/401242	8/18/2011	4782166	7/28/2015	REGISTERED
33: RUM						
United States	PALO VIEJO <i>Rec. Owner:</i> Destileria Serralles, Inc.	77/712729	4/13/2009	3747744	2/9/2010	REGISTERED
33: RUM						
United States	RON LLAVE <i>Rec. Owner:</i> Destileria Serralles, Inc.	77/102895	2/8/2007	3333873	11/13/2007	REGISTERED
33: RUM						
United States	RON SUPR <i>Rec. Owner:</i> Destileria Serralles, Inc.	85/559204	3/2/2012			FILED
33: RUM						

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	SERRALLES			1150590	4/7/1981	REGISTERED

Rec. Owner: Destileria Serralles, Inc.

33: RUM

United States	SUPERIOR 70 and Design			508985	4/26/1949	REGISTERED
---------------	------------------------	--	--	--------	-----------	------------

*Rec. Owner:* Destileria Serralles, Inc.

3: TOILET LOTION

United States	UNQUESTIONABLE	85/961814	6/17/2013	4682585	2/3/2015	REGISTERED
---------------	----------------	-----------	-----------	---------	----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM

Uruguay	DON Q			377477	2/7/1997	REGISTERED
---------	-------	--	--	--------	----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUM

Venezuela	DON Q			53159	6/12/1967	REGISTERED
-----------	-------	--	--	-------	-----------	------------

Rec. Owner: Destileria Serralles, Inc.

33: RUMS OR BEVERAGES DERIVATED OR CONTAINING RUM

Vietnam	DON Q	1060488	9/1/2010	1060488	9/1/2010	REGISTERED
---------	-------	---------	----------	---------	----------	------------

WIPO

Rec. Owner: Destileria Serralles, Inc.

33: RUM

WIPO	BLACKBEARD	1046740	7/20/2010	1046740	7/20/2010	REGISTERED
------	------------	---------	-----------	---------	-----------	------------

WIPO

Rec. Owner: Destileria Serralles, Inc.

33: RUM

Client: DESTILERIA SERRALLES, INC.

Destileria Serralles Worldwide Trademarks

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
WIPO	DON Q	1060488	9/1/2010	1060488	9/1/2010	REGISTERED

WIPO

Rec. Owner: Destileria Serralles, Inc.

33: RUM

EXHIBIT B

Certificate

The undersigned officers of **DESTILERÍA SERRALLÉS, INC.**, a Puerto Rico corporation ("DSI"), and **SERRALLES USA, LLC**, a Puerto Rico limited liability company ("SUSA"; together with DSI, the "Companies" and each individually, a "Company"), do hereby certify to **BANK OF AMERICA, N.A.**, a national banking association ("Lender"), that the quality of the products associated with the trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A of that certain Trademark Security Agreement dated April 7, 2016, among the Companies and Lender (as amended from time to time to include any additional trademarks, trademark registrations, trade names and trademark applications acquired by any Company after the date thereof, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Certificate, this ____ day of _____, 20__.

DESTILIERÍA SERRALLÉS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SERRALLES USA, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____