

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
White Rock Distilleries, Inc.		09/30/2005	CORPORATION: MAINE

RECEIVING PARTY DATA

Name:	Citizens Bank New Hampshire, Agent
Street Address:	100 Middle Street
City:	Portland
State/Country:	MAINE
Postal Code:	04101
Entity Type:	CORPORATION: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78166133	V
Serial Number:	78166136	PINNACLE
Serial Number:	78707115	Q QUINTESSENTIAL
Registration Number:	0634694	STROGOFF
Registration Number:	0705328	ICE BOX
Registration Number:	1059712	AMARETTO E DOLCE
Registration Number:	1819150	FIRE WATER
Registration Number:	1823079	CHATEAU MONET
Registration Number:	1840805	KAPALI
Registration Number:	1987461	GOLD RUSH
Registration Number:	2374470	VERA CRUZ
Registration Number:	2376974	DARES'BURY'S QUINTESSENTIAL
Registration Number:	2391560	LA BELLE CREAM
Registration Number:	2402556	LA BELLE ORANGE

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Registration Number:	2464552	THREE OLIVES VODKA
Registration Number:	2488697	TORTILLA
Registration Number:	2547855	KEY WEST
Registration Number:	2724590	CANTERA

CORRESPONDENCE DATA

Fax Number: (207)221-1080

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2077913230

Email: afrawley@preti.com

Correspondent Name: Alfred C. Frawley

Address Line 1: One City Center

Address Line 2: P.O. Box 9546

Address Line 4: Portland, MAINE 04112

ATTORNEY DOCKET NUMBER:	CITIZENS/WHITE ROCK
NAME OF SUBMITTER:	Alfred C. Frawley
Signature:	/afrawley101705/
Date:	10/17/2005

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2005, between **WHITE ROCK DISTILLERIES, INC.**, a Maine corporation (the "Debtor"), and **CITIZENS BANK NEW HAMPSHIRE**, a New Hampshire guaranty savings bank, as administrative agent (the "Administrative Agent") for each of the Lenders (the "Lenders" and, together with the Administrative Agent and certain other Persons party to Swap Contracts secured hereby as more particularly described in Section 15 hereof, collectively, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below).

Debtor and Administrative Agent hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means that certain Credit Agreement, dated as of the date hereof, between Debtor, the Administrative Agent and the Lenders (from time to time amended, modified, supplemented, restated or amended and restated).

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Maine.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Parties a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and registrations and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedules A-C), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the aforementioned properties and assets now and hereafter;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Parties is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Parties under the Credit Agreement or other security documents referred to therein. The rights and remedies of Secured Parties with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Parties that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedules A-C.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such actions as may be necessary or advisable or may be reasonably requested by Secured Parties to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Parties to exercise and enforce their rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office; provided, however, that so long as no event of default has occurred and is continuing (including any applicable cure period), Debtor shall not have an obligation to use or to maintain any Collateral that relates solely to any product that has been, or is in the process of being, discontinued, abandoned, or terminated. Secured Parties may record this Agreement, an abstract thereof, or any other document describing Secured Parties' interest in the Collateral with the PTO, at the expense of Secured Parties. In addition, Debtor authorizes Secured Parties to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Parties. If Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, upon learning of such claim, Debtor shall immediately notify Secured Parties in a writing signed by Debtor of the brief details thereof, grant to Secured Parties in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Parties, and take legal action to the extent Debtor shall deem appropriate under the circumstances in its sole discretion.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Parties with respect to any such new trademarks or renewal or extension of any trademark registration. Upon request of and at the sole expense of Secured Parties, Debtor shall execute, authenticate and deliver any and all assignments, agreements, and instruments, documents and papers as Secured Parties may reasonably request to evidence Secured Parties' security interest hereunder in such Collateral. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Parties to modify this Agreement by amending Schedules A-C to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A-C shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedules A-C.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Parties and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Maine, except as required by mandatory provisions of law or to the

extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Maine.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Parties unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Parties greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Parties under the Credit Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Parties (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Parties hereunder, including cancellation of this Agreement by written notice from Secured Parties to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

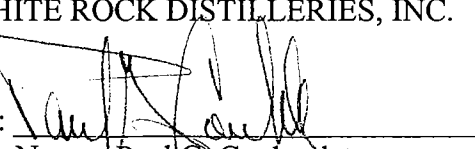
SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

SECTION 15. Swap Contracts. All obligations of Debtor under or in respect of Swap Contracts (which are not prohibited under the terms of the Credit Agreement) to which any Lender or any Affiliate of any Lender is a party, shall be deemed to be Obligations secured hereby, and each Lender or Affiliate of a Lender party to any such Swap Contract shall be deemed to be a Secured Party hereunder with respect to such Obligations; provided, however, that such obligations shall cease to be Obligations secured hereby at such time, prior to the Termination Date, as such Person (or Affiliate of such Person) shall cease to be a “Lender” under the Credit Agreement.

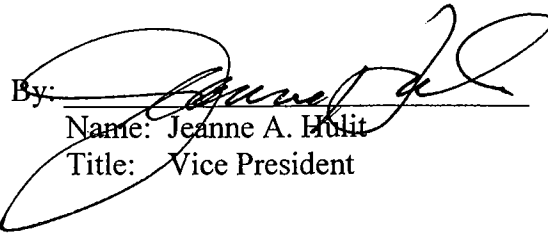
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTOR:
WHITE ROCK DISTILLERIES, INC.

By: 
Name: Paul G. Coulombe
Title: President

ADMINISTRATIVE AGENT:
CITIZENS BANK NEW HAMPSHIRE, as
Administrative Agent

By: 
Name: Jeanne A. Hult
Title: Vice President

SCHEDULE A

DEBTOR: WHITE ROCK DISTILLERIES, INC.

Trademark Registrations of Debtor

Registration No.	Registration Date	State or Country	Mark
015395	8/1/41	Canada	ADAM'S
042952	11/8/49	Canada	ADAM'S ROYAL BOND
056121	1/13/33	Canada	MELCHERS
166679	12/5/69	Canada	ADAMS PRIVATE STOCK
TMA193166	8/3/73	Canada	KOLOMYKA
TMA221865	7/15/77	Canada	M and Design
221866	7/15/77	Canada	MELCHERS and Design
251680	10/24/80	Canada	MELCHERS MAXI VODKA
284589	11/4/83	Canada	ADAM'S DOUBLE DISTILLED and Design
290932	5/11/84	Canada	MELCHERS SPECIAL MILD
344631	9/9/88	Canada	VERY MILD
TMA489779	2/12/98	Canada	SCOOPS
492211	4/1/98	Canada	INDIGO
19990444M	6/23/99	Maine	CANTERA
0634694	09/18/56, renewed 07/24/96	United States	STROGOFF (Stylized)
0705328	10/04/60, renewed 03/06/01	United States	ICE BOX
1059712	02/15/77, renewed 11/13/96	United States	AMARETTO E DOLCE & Design
1819150	02/01/94	United States	FIRE WATER
1823079	02/22/94	United States	CHATEAU MONET
1840805	06/21/94	United States	KAPALI
1987461	07/16/96	United States	GOLD RUSH
2374470	08/08/00	United States	VERA CRUZ

2376974	08/15/00	United States	Q DARESBURY'S QUINTESSENTIAL & Design(Stylized)
2391560	10/03/00	United States	LA BELLE CREAM
2402556	11/07/00	United States	LA BELLE ORANGE
2464552	06/26/01	United States	THREE OLIVES VODKA
2488697	09/11/01	United States	TORTILLA
2547855	03/12/02	United States	KEY WEST
2724590	06/10/03	United States	CANTERA

SCHEDULE B

DEBTOR: WHITE ROCK DISTILLERIES, INC.

Pending Trademark Applications of Debtor

Application No.	Filing Date	State or Country	Mark
78166133	09/20/02	United States	V
78166136	09/20/02	United States	PINNACLE
78707115	09/06/05	United States	Q QUINTESSENTIAL (Stylized)

SCHEDULE C

DEBTOR: WHITE ROCK DISTILLERIES, INC.

U.S. Trade Names of Debtor

Aries
Better Brands Distilled Products
Better Brands Distilled Spirits
Biscayne Trading Co.
Black Widow Products Co.
Blitzur Products Co.
C.H. Graves Distilled Products Co.
Calico Jack, LTD
Cambridge Import Co.
Canadian Distilled Ltd.
Citrocello
Classic Wine & Spirits Ltd.
E Dolce International
E.S.T. Brandies, LTD
E.S.T. Distilled Products Co.
Embassy Import Co.
Fairview Wine
Federal Distillers Product Co.
Fire Water Products Company
Gold Rush Products Co.
Guadalajara Imports
Hathaway Distilled Products Co.
Ian Scott & Sons LTD
Imperial Liqueurs
International Liqueurs
International Products Co.
Jamaican Crème Products Co.
Jenkins Spirits Company
Kapala Imports
Kapali Imports
Kingston and Company, Ltd.
La Maison Coulombe et Cie
Lake Shore Distilled Products
Lawrence & Co.
Liqueurs LTD
Maine Bottlers
Maui Products Co.
McGuire's Liqueurs, Ltd.

Melloni International
Middlesex Import Co.
National Cordial Company
Nuyens Et Cie
Old Ben Adams
Old Hannah & Co.
Original Grommes Co.
Q Quintessential Gin
Quincy Market Distilled Products Co.
Regal Distilled Products Co.
Robert Bruce & Co.
Robert Macnish Imports, Lewiston, ME – Londonderry, NH
Roberts Import Co.
Ron Virgin Company LTD.
Royal Distilled Products
Ryan's Distilled Products Co.
Samballa Imports Company
San Francisco Products Co.
Schranck & Shaw Co.
Sheffield Import Co.
Spirits International
Superieur de Cognac and Cie
Trader Vic's Cocktail Co.
Vanderbilt Distilled Products Co.
W.J.W. Imports Company
Walden Distilled Products Co.
William Grant & Sons