

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		09/09/2008	CORPORATION: MAINE

RECEIVING PARTY DATA	
Name:	RBS Citizens, National Association, Administrative Agent
Street Address:	100 Middle Street
City:	Portland
State/Country:	MAINE
Postal Code:	04101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	0634694	STROGOFF
Registration Number:	0705328	ICE BOX
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:	2402556	LA BELLE ORANGE
Registration Number:	2488697	TORTILLA
Registration Number:	2547855	KEY WEST
Registration Number:	2724590	CANTERA
Registration Number:	1747347	CHYMES
Registration Number:	3436844	JOLLY APPLE
Registration Number:	1774376	MERRITT

CH \$1065.00 0634694

Registration Number:	3224142	Q QUINTESSENTIAL
Registration Number:	3418064	DE CORSO
Registration Number:	1067836	JENKINS
Registration Number:	1061348	ZHENKA
Serial Number:	78166136	PINNACLE
Serial Number:	77105975	E DOLCE AMARETTO
Serial Number:	77257823	CRUZ BAY
Serial Number:	77263829	BAROCA
Serial Number:	77323510	COCONUT JACK
Serial Number:	77272133	PROSKA
Serial Number:	77121036	VOLTA
Serial Number:	77093221	VOLTA
Serial Number:	77140544	PROTÉGÉ
Serial Number:	77449990	ZARKOV
Serial Number:	77093240	MIDNIGHT FALLS
Serial Number:	77348959	TENURE
Serial Number:	77335027	ARTIFACT
Serial Number:	77335020	PROVERB
Serial Number:	77331713	MIGO
Serial Number:	77323501	CALICO JACK
Serial Number:	77304870	SUPERIA
Serial Number:	77294863	VOLGA
Serial Number:	77272215	LUXOV
Serial Number:	77258054	BRUNA
Serial Number:	77257861	ISLA BAY
Serial Number:	77272183	POWER TO THE PARTY
Serial Number:	77257907	HIGHGATE
Serial Number:	77248231	TARLETON

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: KEY/WHITE ROCK

NAME OF SUBMITTER: Alfred C. Frawley

Signature: /afrawley0901008/

Date: 09/11/2008

Total Attachments: 12

- source=WHITE ROCK SECU-09102008-111523#page1.tif
- source=WHITE ROCK SECU-09102008-111523#page2.tif
- source=WHITE ROCK SECU-09102008-111523#page3.tif
- source=WHITE ROCK SECU-09102008-111523#page4.tif
- source=WHITE ROCK SECU-09102008-111523#page5.tif
- source=WHITE ROCK SECU-09102008-111523#page6.tif
- source=WHITE ROCK SECU-09102008-111523#page7.tif
- source=WHITE ROCK SECU-09102008-111523#page8.tif
- source=WHITE ROCK SECU-09102008-111523#page9.tif
- source=WHITE ROCK SECU-09102008-111523#page10.tif
- source=WHITE ROCK SECU-09102008-111523#page11.tif
- source=WHITE ROCK SECU-09102008-111523#page12.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 9, 2008, between **WHITE ROCK DISTILLERIES, INC.**, a Maine corporation (the "Debtor"), and **RBS CITIZENS, NATIONAL ASSOCIATION**, a national banking association, 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 Interest Rate Agreements 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) all domain names as described in Schedule D;

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

(iv) 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

(v) 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, tradenames, trademark registrations or applications, and domain names owned by Debtor, in whole or in part, is set forth in Schedules A-D.

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 to any product that has been, or is in the process of being, discontinued, abandoned, or terminated, or if, in the exercise of Debtor's business judgment in its sole discretion, Debtor's business plans change such that registration and/or use of particular trademarks will no longer be maintained. 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 use commercially reasonable efforts to notify Secured Parties within a reasonable time 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 reasonably 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, tradenames or trademark registrations, the provisions of this Agreement shall automatically apply thereto. Debtor shall use commercially reasonable efforts to give written notice in writing to Secured Parties with respect to any such new trademark registrations within a commercially reasonable time. 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-D to include any such new patent or trademark rights and domain names. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A-D 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-D.

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. Interest Rate Agreements. All obligations of Debtor under or in respect of Interest Rate Agreements (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 Interest Rate Agreements 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: Chief Executive Officer

ADMINISTRATIVE AGENT:

RBS CITIZENS, NATIONAL ASSOCIATION, as
Administrative Agent

By: 

Name: Jeanne A. Hult

Title: Senior Vice President

SCHEDULE A

DEBTOR: WHITE ROCK DISTILLERIES, INC.

Trademark Registrations of Debtor

Registration No.	Registration Date	State or Country	Mark
46,569	03/24/78, renewed 03/24/98	Illinois	CAPATAZ
51,005	02/26/82, renewed 08/05/07	Illinois	MCGUIRES
2001 10292	05/07/01	Maine	SAMBOCA SUPERIORA A PREMIUM LIQUEUR and Design
2001 0293	05/07/01	Maine	SILVER SHIELDS S & J and Design
34,937	10/21/60, renewed 08/15/90	Illinois	TOM HANNAH
41,063	04/09/71, renewed 02/03/91	Illinois	WHITE MIST
2001 0294	05/07/01	Maine	WHITE MOUNTAIN SJ and Design
19990444M	6/23/99	Maine	CANTERA
0634694	09/18/56, renewal filed 12/22/06	United States	STROGOFF (Stylized)
0705328	10/04/60, renewed 03/06/01	United States	ICE BOX
1819150	02/01/94, renewal filed 1/22/04	United States	FIRE WATER
1823079	02/22/94, renewal filed 02/19/04	United States	CHATEAU MONET

1840805	06/21/94, renewal filed 06/02/04	United States	KAPALI
1987461	07/16/96, renewal filed 07/11/06	United States	GOLD RUSH
2374470	08/08/00, 8 & 15 Affidavit filed 08/04/06	United States	VERA CRUZ
2402556	11/07/00, 8 & 15 Affidavit filed 11/06/06	United States	LA BELLE ORANGE
2488697	09/11/01, 8 & 15 Affidavit filed 09/06/07	United States	TORTILLA
2547855	03/12/02, 8 & 15 Affidavit filed 03/05/08	United States	KEY WEST
2724590	06/10/03	United States	CANTERA
1,747,347	01/19/93, renewed 11/20/02	United States	CHYMES
3,436,844	05/27/08	United States	JOLLY APPLE
1,774,376	06/01/93, renewed 03/25/03	United States	MERRITT
3,224,142	04/03/07	United States	Q QUINTESSENTIAL and Design
3,418,064	04/29/08	United States	DE CORSO
1,067,836	06/14/77, renewed, 06/13/07	United States	JENKINS
1,061,348	03/15/77, renewal filed 03/07/07	United States	ZHENKA

SCHEDULE B**DEBTOR: WHITE ROCK DISTILLERIES, INC.**

Pending Trademark Applications of Debtor

Application No.	Filing Date	State or Country	Mark
78166136	09/20/02	United States	PINNACLE
77105975	02/13/07	United States	E DOLCE AMARETTO
77257823	08/17/07	United States	CRUZ BAY
77263829	08/24/07	United States	BAROCA
77323510	11/07/07	United States	COCONUT JACK
77272133	09/05/07	United States	PROSKA
77121036	03/02/07	United States	VOLTA and Design
77093221	01/29/07	United States	VOLTA
77140544	03/26/07	United States	PROTÉGÉ
77449990	04/16/08	United States	ZARKOV
77093240	01/29/07	United States	MIDNIGHT FALLS
77348959	12/11/07	United States	TENURE
77335027	11/21/07	United States	ARTIFACT
77335020	11/21/07	United States	PROVERB
77331713	11/16/07	United States	MIGO
77323501	11/7/07	United States	CALICO JACK
77304870	10/16/07	United States	SUPERIA
77294863	10/03/07	United States	VOLGA
77272215	09/05/07	United States	LUXOV
77258054	08/17/07	United States	BRUNA
77257861	08/17/07	United States	ISLA BAY
77272183	09/05/07	United States	POWER TO THE PARTY
77257907	08/17/07	United States	HIGHGATE
77248231	08/06/07	United States	TARLETON

SCHEDULE C

DEBTOR: WHITE ROCK DISTILLERIES, INC.

U.S. Trade Names of Debtor

Aries
Better Brands Distilled Products
Better Brands Distilled Spirits
Blitzur Products Co.
C.H. Graves Distilled Products Co.
Calico Jack, LTD
Canadian Distilled Ltd.
Citrocello
Classic Liqueurs LTD.
Classic Wine & Spirits Ltd.
Domar Company
E Dolce International
E' Dolce International
E.S.T. Brandies, LTD
E.S.T. Distilled Products Co.
Fairview Wine
Federal Distillers
Federal Distillers Product Co.
Federal Distillers Products
Fire Water Products Company
Gold Rush Products Co.
Imperial Liqueurs
International Liqueurs
International Products Co.
Jenkins Company
Jenkins Spirit Corporation, LTD
Jenkins Spirits Company
Kapali Imports
Kingston and Company
Kingston and Company, Ltd.
La Maison Coulombe et Cie
Lake Shore Distilled Products
Lawrence & Co.
Liqueurs LTD
Maine Bottlers
Maine Spirits Co., Inc. Lewiston, ME
Maui Products Co.
McGuire's Liqueurs, Ltd.

Melloni International
National Cordial Company
Nuyens Et Cie
Old Ben Adams
Old Hannah & Co.
Original Grommes Co.

Quincy Market Distilled Products Co.
Regal Distilled Products Co.
Robert Bruce & Co.
Robert Macnish Import
Robert Macnish Imports, Lewiston, ME – Londonderry, NH

Ron Virgin Company LTD.
Royal Distilled Products
Ryan's Distilled Products Co.
Samballa Imports Company
Schranck & Shaw Co.
Seven Heads International
Spirits International
Superieur de Cognac and Cie
Tequila Importers
Three Olives Company
W.J.W. Imports Company
Walden Distilled Products Co.

SCHEDULE D

DEBTOR: WHITE ROCK DISTILLERIES, INC.

Domain Names of Debtor

- www.whiterockdistilleries.com
- www.wrmancinis.com
- www.VoltaVodka.com
- www.Qgin.com
- www.PinnacleVodka.com
- www.TenureVodka.com
- www.RyansIrishCream.com
- www.BajaTequilas.com
- www.ChateauLiqueurs.com
- www.JollySchnapps.com
- www.BarbarossaRums.com
- www.JackRums.com
- www.PinnacleGin.com
- www.LuxovVodka.com
- www.SuperiaVodka.com
- www.SweetCarolinaTea.com
- www.cabanabayrum.com
- www.ZarkovVodka.com