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FORM PTO-1594
(Rev 5-93)

100786283

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): URBAN JUICE & SODA COMPANY LTD.</p> <p>Individual(s) citizenship:</p> <p>Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: July 15, 1998</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Imperial Bank Address: 226 Airport Parkway City: San Jose State: CA Zip: 95110</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)</p> <table border="0"> <tr><td>75/414,118</td><td>74/736,154</td></tr> <tr><td>75/302,420</td><td>74/625,435</td></tr> <tr><td>75/257,250</td><td>74/625,431</td></tr> <tr><td>75/243,431</td><td>74/620,342</td></tr> <tr><td>75/235,458</td><td>74/618,243</td></tr> <tr><td>75/149,375</td><td>74/616,244</td></tr> <tr><td>75/146,461</td><td>74/601,302</td></tr> <tr><td>75/146,462</td><td>74/601,303</td></tr> <tr><td>75/144,185</td><td></td></tr> <tr><td>75/056,976</td><td></td></tr> <tr><td>75/040,797</td><td></td></tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	75/414,118	74/736,154	75/302,420	74/625,435	75/257,250	74/625,431	75/243,431	74/620,342	75/235,458	74/618,243	75/149,375	74/616,244	75/146,461	74/601,302	75/146,462	74/601,303	75/144,185		75/056,976		75/040,797		<p>B. Trademark Registration No.(s)</p>
75/414,118	74/736,154																						
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75/146,462	74/601,303																						
75/144,185																							
75/056,976																							
75/040,797																							

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 19</p> <p>7. Total fee (37 CFR 3.41) \$ 490.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8 Deposit account number: <u>07-1907</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9 Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien		Date
Name of Person Signing	Signature	Total number of pages comprising cover sheet: [6]

08/10/1998 DNGUYEN 00000041 071907 75414118

Documents to be recorded with required cover sheet information to
Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231

01 FD:481 40.00 CH
02 FD:482 450.00 CH

PA:804125.1
1090371-906700

TRADEMARK
REEL: 1763 FRAME: 0244

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 15, 1998 by and between IMPERIAL BANK ("Bank") and URBAN JUICE & SODA COMPANY LTD. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTOR:

Address of Grantor:

1356 Frances Street
Vancouver, British Columbia
Canada V5L 1Y9

Attn: Jennifer Cue

URBAN JUICE & SODA COMPANY LTD.

By:  _____

Title: President / C.E.O.


BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By:  _____

Title: Assistant Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SLIM JONES	75-414118	01/06/98
FUFU BERRY SODA	75-302420	06/03/97
SPIKED JONES	75-257250	03/14/97
WAZOOM	75-243431	02/18/97
SPIKED JONES	75-235458	02/03/97
I'VE GOT A JONES FOR A SODA	75-149375	08/13/96
URBAN JUICE & SODA CO. (WORDS ONLY)	75-146461	08/07/96
(WORDS AND DESIGN)	75-146462	08/07/96
GO THERE	75-144185	08/02/96
WAZU	75-056976	02/12/96
J	75-040797	01/05/96
JONES SODA CO.	74-736154	09/29/95
I'VE GOT A JONES FOR A JONES	74-625435	01/25/95
DRINK IT OR DEHYDRATE	74-625431	01/25/95
WAMOO	74-620342	01/12/95
JONES SODA COMPANY (WORDS ONLY)	74-618243	01/05/95
IT MAY NOT BE YOUR THING	74-616244	12/29/94
WET YOURSELF	74-601302	11/21/94
WAZU (WORDS ONLY)	74-601303	11/21/94