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09-03-1998

FORM PTO-1594 (Rev. 6-93)

RECC



FEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

100810960

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

1. Name of conveying party(ies):

The Jel Sert Co.

- Individual(s)
- General Partnership
- Corporation-State IL
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 19, 1998

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address:

Street Address: One N. Franklin, Ste. 3600

City: Chicago State: IL ZIP: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State RI
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Exhibit A

B. Trademark Registration No.(s)

See attached Exhibit A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW Suite 101

6. Total number of applications and registrations involved: 87

7. Total fee (37 CFR 3.41) \$ 2190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/03/1998 (Mailed) 00000012 7510125 DC ZIP 20004

01 FC:461 02 FC:462

10.00 EP 2150.00 EP

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.

Kristin Brozovic Name of Person Signing

Kristin Brozovic Signature

8/26/98 Date

Total number of pages including cover sheet, attachments, and documents: 15

REGISTERED TRADEMARKS

MARK	APPLICATION NUMBER	REGISTRATION NUMBER
Flavor Aid	75-185465	2168429
Primo Punch	75-143003	2171750
Sir Isaac Lime	75-146264	2103065
Little Orphan Orange	75-151136	2103094
Louie-Bloo Raspberry	75-151137	2105076
Strawberry Short Kook	75-151139	2105077
Otter Pops	75-171309	2074056
Megaberry	74-636019	1999229
Lemonade Landslide	74-635202	1974794
Blitzing Bananaberry	74-635217	1979421
Totally Tropical	74-636012	1974798
Electric Grape	74-636013	1976154
Joltin' Jungle Punch	74-636014	1976155
Watermelon Wipeout	74-636015	1974799
Berry Jammer	74-636016	1976156
Lemon Lime Blitzzer	74-636017	1960072
Radical Razzberry	74-636018	1973691
Black Cherry Blow Out	74-636021	1976157
Cherry Charger	74-636020	2164933
It's your world	74-553609	1952500
Summer Punch	74-499796	1918246
NONE (Design Only)	74-477168	2099698
Adventure Quencher	74-432274	1921115
Freeze N Squeeze	74-325876	1771715
Mondo	74-319977	1800963

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NONE (Design Only)	74-263714	1843835
Mondo	74-260540	1735133
Mondo	74-801680	1842474
Tropical Flavors	74-222854	1803863
Mondo Fruit Squeezers	74-191477	1747333
Legendary Berry	74-186478	1763789
Outstanding Orange	74-186479	1766886
Chillin' Cherry	74-186732	1754594
Global Grape	74-186734	1795189
Mondo Fruit Squeezers	74-170029	1753372
Fruit Squeezers	74-115695	1699921
Louie-Bloo Raspberry	74-105532	1694466
Sir Isaac Lime	74-105533	1722024
Alexander the Grape	74-105534	1694467
Little Orphan Orange	74-105535	1722025
Strawberry Short Kook	74-105536	1694468
Poncho Punch	74-105549	1697691
Sir Isaac Lime	74-800337	1729533
Poncho Punch	74-800351	1731265
Strawberry Short Kook	74-800352	1729534
Louie Bloo Raspberry	74-800373	1729535
Alexander The Grape	74-800374	1741455
Little Orphan Orange	74-800375	1729536
Freeze N Squeeze	74-011913	1655158
Aunt Wick's	74-012198	1693433
Poncho Punch	73-727827	1571214
Jel Sert	73-649053	1462137
Pop-Ice	73-404937	1341187

MARK	APPLICATION NUMBER	REGISTRATION NUMBER
Otter Pops	73-349929	1259568
Rip Van Lemon	73-349931	1310308
Sir Isaac Lime	73-349932	1299024
Little Orphan Orange	73-349933	1289242
Louie-Bloo Raspberry	73-349987	1305215
Strawberry Short Kook	73-349988	1300861
Scarlet O'Cherry	73-349989	1306277
Wyler's	73-345762	1243815
Happy Ice	72-447838	987457
Pop-Ice Bar	72-367693	917786
Fla. Vor. Ice Giant Bar	72-366454	906891
NONE (Design only)	72-310283	871425
Fla-Vor-Ice	72-307650	877488
Fla-Vor-Aid	72-254424	830709
Poncho Punch	72-213518	805698
Pop-Ice	72-090933	738048
Wyler's	72-013948	643011
Fla-Vor-Aid	71-562369	519292

TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER
Iceberg	75-479142
Island Ices	75-289137
Wylers	75-274193
Energ-ice	75-262590
NONE (Design only)	75-185663
NONE (Design only)	75-185664
Flavor Ice	75-185464
Mondo	75-185012
Fruit Squeezers	75-155976
Mondo	75-141496
Poncho Punch	75-151138
Arctic Squeezers	75-068072
Invite	75-024545
Outrageous Orange	74-635203
Wylers	74-598167
Fresquibon	74-195175

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (the "**Mortgage**") is made as of this 19th day of August, 1998, by The Jel Sert Co., an Illinois corporation ("**Mortgagor**"), in favor of Fleet Capital Corporation, a Rhode Island corporation ("**Mortgagee**"):

WITNESSETH

WHEREAS, Mortgagor, Wegner Equipment Corporation, an Illinois corporation, and Mortgagee are parties to a certain Loan Agreement and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Loan Agreement**") and other Loan Documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide, inter alia, (i) for Mortgagee, from time to time, to extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Mortgagee, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) With respect to any Trademark the loss, impairment or infringement of which could reasonably be expected to have a material adverse affect on the business or financial condition of Mortgagor, or Mortgagor and its Subsidiaries taken as a whole, or on the ability of Mortgagor to fulfill its obligations under the Loan Agreement:

(a) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(b) each Trademark is valid and enforceable; and

(c) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons;

(ii) Mortgagor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated in accordance with their terms, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license under, any Trademark, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would materially affect the validity or enforceability of the rights transferred to Mortgagee under this Mortgage.

5. New Trademarks. Mortgagor represents and warrants that, based on a diligent investigation by Mortgagor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Mortgagor. If, before the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated in accordance with their terms, Mortgagor shall (i) become aware of any existing Trademarks of which Mortgagor has not previously informed Mortgagee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee

prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Schedule A to include any such Trademarks.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the Trademarks, and (ii) the payment in full of the Obligations and the termination of the Financing Agreements in accordance with their terms. Mortgagor agrees that upon the occurrence of an Event of Default, the use by Mortgagee of all Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Product Quality. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements in accordance with their terms, Mortgagee shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Mortgagor and may be charged against the Obligations in accordance with the provisions of the Loan Agreement.

10. Duties of Mortgagor. Mortgagor shall have the duty, in each case as commercially reasonable, (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Mortgagor's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, and (iii) to ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor.

11. Mortgagee's Right to Sue. After an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Financing Agreements 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.

13. Severability. The provisions of this Mortgage 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 Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Mortgagee's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated in accordance with their terms. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Financing Agreements, all rights and

remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

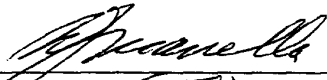
18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Financing Agreements..


IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first written above.

THE JEL SERT CO.

By 
Its CEO

Agreed and Accepted
As of the Date First Written Above

FLEET CAPITAL CORPORATION

By 
Its VICE PRESIDENT

SCHEDULE A

See Attached

REGISTERED TRADEMARKS

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Arctic Squeezers	75-068072
Invite	75-024545
Outrageous Orange	74-635203
Wylers	74-598167
Fresquibon	74-195175