

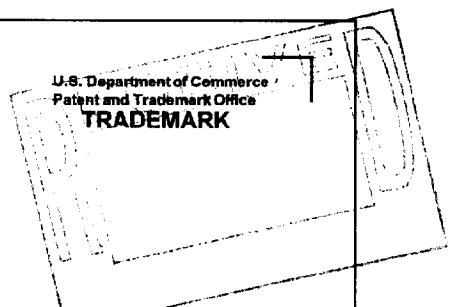
6-1-99

06-04-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101055314



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New		<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____		<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____		<input type="checkbox"/> Merger	Effective Date Month Day Year _____
<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name UNIVERSAL BEVERAGE INC. Execution Date 5-27-99
Month Day Year

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization FLORIDA

Receiving Party Mark if additional names of receiving parties attached

Name ALTAMONTE CAPITAL, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 238 N. WESTMONTE DR.

Address (line 2) SUITE 210

Address (line 3) ALTAMONTE SPRINGS FL 32714
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other LIMITED LIABILITY COMPANY

Citizenship/State of Incorporation/Organization FLORIDA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/03/1999 DNGUYEN 00000157 1905838

01 FC:481 40.00 OP
02 FC:482 50.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001906 FRAME: 0584

FORM PTO-1618B
Expires 08/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name JOEL BERNSTEIN, ESQ., PA.

Address (line 1) 11900 BISCAYNE BLVD.

Address (line 2) SUITE 604

Address (line 3) MIAMI, FL 33181

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 305-892-1122

Name JOEL BERNSTEIN, ESQ., PA

Address (line 1) 11900 BISCAYNE BLVD.

Address (line 2) SUITE 604

Address (line 3) MIAMI, FL 33181

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

7

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1905838

1206426

0961598

Number of Properties Enter the total number of properties involved.

3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

UNIVERSA BEVERAGE INC.

Cecile Mendius

Cecile Mendius

May 24/99

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of May 27, 1999, between UNIVERSAL BEVERAGES HOLDINGS CORPORATION, a Florida corporation and UNIVERSAL BEVERAGE, INC., a Florida corporation, jointly and severally referred to herein as the "Debtor", and ALTAMONTE CAPITAL, LLC, and such other parties who agree to participate in the Loan as hereinafter described ("Secured Party").

WITNESSETH

WHEREAS, Secured Party has agreed to lend Debtor up to \$300,000 to meet certain working capital requirements ("Loan"), which loan will be evidenced by promissory notes of date of each such advance from Debtor to Secured Party (the "Note"); and

WHEREAS, as a condition to providing the Loan to the Debtor, Secured Party is requiring the Debtor to execute and deliver this Security Agreement pursuant to which Debtor will grant Secured Party a lien on and security interest in certain assets of Debtor as security for the Loan.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

"Collateral" shall mean:

All right, title and interest of Debtor in the assets listed in Schedule A hereto.

"Proceeds" shall mean "proceeds," as such term is defined in Section 9-306(1) of the UCC.

"UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Florida.

2. Security Interest. To secure payment and performance by the Debtor, when due, of all obligations and liabilities of the Debtor to Secured Party under the Notes and this Agreement (collectively, the "Obligations"), Debtor shall, and hereby does, grant to Secured Party a security interest in and to all the Collateral and the Proceeds.

3. Default. Upon the occurrence of a default under the Note or a breach or default under this Agreement, Secured Party shall have all the rights and remedies with respect to the Collateral of a secured party under the UCC. Secured Party shall give Debtor reasonable notice of the time and place of any public or private sale or other intended disposition of all or any portion of such Collateral. Debtor agrees that the requirements of reasonable notice shall be met if notice is given to Debtor not less than ten (10) business days prior to the sale or other disposition. The proceeds of any sale or other disposition of such Collateral under this Section shall be applied: (i) first, to Secured Party's expenses in connection with such sale or other disposition, as more fully set forth below; (ii) second, to interest accrued but unpaid under the Note; and (iii) third, to principal unpaid the Note. Secured Party's expenses in connection with such sale or other disposition shall include, without limitation, the costs and expenses of retaking, holding, preparing for sale, selling and the like and shall also include, without limitation, Secured Party's reasonable attorneys' fees and other legal expenses. Secured Party's rights and remedies hereunder, whether pursuant hereto or pursuant to any other statute or rule of law, shall be cumulative and not alternative. Secured Party shall have no obligation to resort to the Collateral or any other security which is or may become available to it.

4. Restriction on Transfer. Debtor agrees not to (and agrees not to cause or permit any of its successors or assigns to) sell, transfer, assign, mortgage, grant a security interest in, or otherwise dispose of all, or any portion of, any Collateral other than in the ordinary course of business unless

Debtor has thereto-fore paid the Note. This Security Agreement is subordinate to any security agreement covering the Collateral given to Ensign Bank.

5. Termination. The security interest created hereby in the Collateral with respect to the Note shall terminate automatically at such time as the Obligations have been satisfied in full. At such time Secured Party shall execute and deliver to Debtor all such agreements, instruments and documents as are reasonably requested by Debtor as necessary to evidence such termination.

6. Miscellaneous.

(a) Financing Statements; Further Assurance. Debtor hereby authorizes Secured Party at any time and from time to time to file (and Debtor agrees to execute and deliver to Secured Party when requested to do so at any time and from time to time for such filing) financing, continuation and other statements, instruments and notices in such form as Secured Party may consider necessary to create, preserve, continue, perfect or validate, as the case may be, in any and all relevant jurisdictions, the lien on and security interest in the Collateral granted hereunder and to name Debtor as debtor therein and Debtor shall, upon the request of Secured Party, take such further action, and use its best efforts to cause any other person (including, without limitation, any person involved in a Government Securities transaction as anticipated in Section 4 hereof) to take such action, as Secured Party may consider necessary to create, preserve, continue, perfect or validate such lien and security interest. Further, Debtor hereby authorizes Secured Party to execute any one or more of such statements, instruments and notices for itself, as secured party, and for Debtor, as debtor, as its agent, or, in its discretion, to file the same without the signature of Debtor.

(b) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or transmitted by telecopy

or telex or upon receipt after dispatched by registered or certified mail (return receipt requested and postage prepaid) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to the Secured Party: Bobby Story
Altamonte Capital, LLC
238 North Westmonte Drive, Suite #210
Altamonte Springs, FL 32714

if to the Debtor: Universal Beverage Holdings, Inc.
7563 Philips Highway - Suite 110
Jacksonville, FL 32253

with copies to: Joel Bernstein, Esq.,
11900 Biscayne Blvd., Suite 604
Miami, Florida 33181

(c) Course of Dealing. No course of dealing between Debtor and Secured Party, or any delay in exercising any rights or remedies hereunder or under any communication, report, notice, or other document or instrument referred to herein, shall operate as a waiver of any of the rights and remedies of Debtor or Secured Party.

(d) Entire Agreement. This Agreement supersedes all previous arrangements and agreements, whether written or oral, and comprises the entire agreement between the parties hereto in respect of the subject matter hereof.

(e) Amendments. This Agreement may be amended or varied only by a writing, of even or subsequent date, executed by Debtor and Secured Party.

(f) Governing Law, Jurisdiction and Venue. This Agreement and the Note shall be enforced, governed and construed by and interpreted under the laws of the State of Florida applicable to contracts made and to be performed wholly within such State without giving effect to

the principles of conflict of laws thereof. Debtor hereby agrees that any suit, action or proceeding with respect to this Agreement and the Note and any amendments or any replacements hereof and thereof, and any transactions relating hereto and thereto may be brought in any Florida State or Federal court located in the State of Florida, and Debtor hereby irrevocably consents and submits to the jurisdiction of such courts for the purposes of any such suit, action or proceeding. Debtor agrees that service of process on Debtor in any such suit, action or proceeding may be made by registered or certified mail, postage prepaid to Debtor's address as set forth below or such other address furnished by notice given in accordance with Section 6(b) of this Agreement. Debtor hereby waives, and agrees not to assert against Secured Party (or any assignee thereof), by way of motion, as a defense, or otherwise, in any such suit, action or proceeding (a) any claim that he/it is not personally subject to the jurisdiction of the above-named courts or that his/its property is exempt or immune from setoff, execution or attachment, either prior to judgment or in aid of execution and (b) to the extent permitted by applicable law, any claim that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement, the Note or any amendments or any replacements hereof or thereof may not be enforced in or by such courts.

(g) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(h) Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with


such statute or rule of law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

(i) Captions. Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Agreement.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same agreement.

IN WITNESS WHEREOF, the undersigned by their duly authorized representative have executed this Agreement as of the date first above written.

UNIVERSAL BEVERAGES
HOLDINGS CORPORATION

By: 
President

UNIVERSAL BEVERAGE, INC.

By: 
President

ATLAMONTE CAPITAL, LLC

By: _____
President

SCHEDULE A

All right, title and interest in the Trademark: Syfo and the goodwill therein, including the Federal registrations thereof:

- U.S. Registered Trademark 1905838
- U.S. Registered Trademark 1206426
- U.S. Registered Trademark 0961598