

12-01-1999



101212014

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

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

12/01/1999 TTOM11 00000090 500837 2119108
01 FC:481 40.00 CH

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: 001994 FRAME: 0290

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,119,108"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed Deposit Account

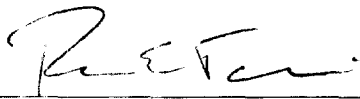
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

Robert E. Tunheim  11/09/99

Name of Person Signing Signature Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, is made effective as of the 22nd day of October, 1999, by and between 1-800 BAR NONE, INC., A Financial Corporation, Inc. a California corporation ("Debtor") and MARSHALL FINANCIAL PARTNERS, L.P. ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party is lending BAR NONE, INC. Two Million Dollars (\$2,000,000) pursuant to a Securities Purchase Agreement and a Debenture each of even date herewith; and

WHEREAS, Secured Party is willing to make such financing available, subject to obtaining a Guaranty from Debtor and the taking of necessary security pursuant to that certain Security Agreement dated of even date herewith executed between Debtor and Secured Party (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Secured Party this Trademark Security Agreement;

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

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Secured Party a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

A. all of its Trademarks including those referred to on Exhibit A hereto. For purposes of this Agreement, "Trademark" or "Trademarks" means the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective good will associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, and license agreements to use trademarks from any other third party whereby the Debtor is the licensee, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A and any divisions or renewals thereof or corresponding foreign trademark registrations and applications;

B. all goodwill of the business of Debtor connected with the use of, and symbolized by, each Trademark; and

C. all products and proceeds of the foregoing to which Debtor is entitled, including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.


2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

1-800 BAR NONE, INC., A Financial Corporation,
Inc.

By: _____
Name:
Title:

MARSHALL FINANCIAL PARTNERS, L.P.

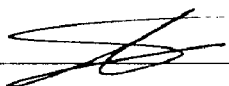
By: 
Name: KENNETH J. SEVERINSON
Title: COO

C. all products and proceeds of the foregoing to which Debtor is entitled, including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

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1-800 BAR NONE, INC., A Financial Corporation,
Inc.

By:  _____
Name:
Title:

MARSHALL FINANCIAL PARTNERS, L.P.

By: _____
Name:
Title:

EXHIBIT A TO TRADEMARK SECURITY AGREEMENT

Trademark/Service mark	Jurisdiction	Reg. Date	Reg. Number
1-800 BAR NONE	United States	12-9-1997	2,119,108

Doc# 1166639\1

RECORDED: 11/29/1999

**TRADEMARK
REEL: 001994 FRAME: 0295**