

12-21-1999



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DEC - 2

12/2/99

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
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
11 23 99

Conveying Party

Mark if additional names of conveying parties attached

Name RealPure Beverage Group, LLC

Execution Date
Month Day Year
11 23 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other Mississippi limited liability company
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name The Valley Bank

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1080 River Oaks Drive

Address (line 2) Suite B104

Address (line 3) Jackson

Mississippi

39208

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Mississippi corporation
- 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

12/21/1999 VBROWN 00000025 75464458

01 FC:481 40.00 OP
02 FC:482 350.00 OP

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

EL 416533119US
TRADEMARK

REEL: 002002 FRAME: 0132

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)

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.)

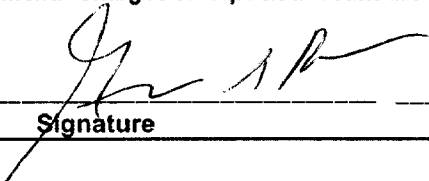
Deposit Account Number: #

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.

Glenn S. Bacal, Esq.

 2 December 1994

Name of Person Signing

Signature

Date Signed

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Agreement is made as of the 23rd day of November, 1999, between the RealPure Beverage Group, LLC, a Mississippi limited liability company, having a mailing address of P.O. Box 16647, Jackson, Mississippi 39236 (the "Company") and The Valley Bank, having a mailing address at 1080 River Oaks Drive, Suite B104, Jackson, MS 39208 (the "Lender").

RECITALS

The Lender previously extended credit to the Company and, in connection therewith, the Company executed and delivered to Lender an Intellectual Property Security Agreement. Lender has agreed to refinance the prior extension of credit and extend additional credit, and, in connection therewith, Company has executed and delivered its promissory note (the "Note") to the Lender in the principal amount of \$6,180,000.00, pursuant to a certain Credit Agreement dated as of November 23, 1999, between the Company and the Lender (as amended from time to time, the "Credit Agreement").

NOW, THEREFORE, in consideration of the premises, and as an inducement to the Lender to make the loans contemplated by the Credit Agreement, the Company hereby agrees with the Lender as follows:

AGREEMENTS

Section 1. Grant of Security Interest.

In order to secure payment of the Note and the payment and performance of all other Obligations (as defined in the Credit Agreement), the Company hereby grants to the Lender a continuing security interest in and lien on the Company's general intangibles, including the Intellectual Property listed in Schedule "A" hereto and all proceeds thereof (the "Intellectual Property Collateral"), and, upon an Event of Default (as defined in the Credit Agreement), the right to sue,

in Lender's own name or joined with Company, for past, present or future violations of rights in the Intellectual Property Collateral.

Section 2. Title: No Other Liens.

Grantor owns the Intellectual Property Collateral free and clear of any lien, security interest or other charge or encumbrance except for the security interest created by this Agreement.

Until payment in full of the obligations secured hereby, the Company shall not permit or suffer to exist any lien, security interest or encumbrance upon the Intellectual Property Collateral, except the security interest hereby created, except with the prior written permission of the Lender. The foregoing shall not require the Company to pay, discharge or make provision for any tax, assessment, governmental charge or lien so long as the validity or applicability thereof shall be contested by the Company in good faith by appropriate proceedings diligently conducted.

Section 3. Prosecution and Maintenance of the Intellectual Property.

Company shall use its best efforts to diligently prosecute and maintain its applications and registrations in the Intellectual Property Collateral and protect same from infringement, all expenses of which shall be borne by Company.

Section 4. Remedies.

In case any one or more Events of Default shall have occurred and be continuing, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Mississippi and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Company, all of which are hereby expressly waived, and

without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Intellectual Property Collateral, or any interest which the Company may have therein. The proceeds thereof shall be applied as follows:

(i) First, to the repayment of the reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with (A) the administration of this Agreement, (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Intellectual Property Collateral, (C) the exercise of enforcement of any of the rights of Lender hereunder, or (D) the failure of the Company to perform or observe any of the provisions hereof;

(ii) Second, at the option of Lender, to the payment or other satisfaction of any liens and other encumbrances upon any of the Intellectual Property Collateral;

(iii) Third, to the reimbursement of Lender for the amount of any obligations of the Company paid or discharged by Lender pursuant to provisions of this Agreement or the other documents executed in connection with the Credit Agreement and of any expenses of Lender payable by the Company hereunder or under the Credit Agreement;

(iv) Fourth, to the satisfaction of the Note and all other amounts due under the Credit Agreement, first to accrued interest and then to principal;

(v) Fifth, ratably to the satisfaction of any other indebtedness of the Company to the Lender;

(vi) Sixth, to the payment of any other amounts required by applicable law; and

(vii) Seventh, the surplus proceeds, if any, to the Company or to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Lender is legally entitled, the Company shall be liable for the deficiency, together with interest thereon at the rate specified in the Credit Agreement, together with the costs of collection and the reasonable fees of any attorneys employed by the Lender to collect such deficiency.

Notice of any sale or other disposition shall be given to the Company at least ten (10) days before the time of any intended public sale or of the time of any intended private sale or other disposition of the Intellectual Property Collateral is to be made, which Company hereby agrees shall be reasonable notice of such sale or other disposition. The Company agrees to assemble, or cause to be assembled, at its own expense, the Intellectual Property Collateral at such place or places as the Lender shall designate by written notice. Without limiting the generality of any of the rights and remedies conferred upon the Lender under this Section 4, the Lender may, subject to the provisions of Section 5, to the full extent permitted by law, (a) enter upon the premises of the Company, exclude the Company or any Subsidiary therefrom and take immediate possession of the Intellectual Property Collateral, either personally or by means of a receiver appointed by a court of competent jurisdiction, using all necessary force to do so, (b) at the Lender's option, use, operate, manage and control the Intellectual Property Collateral in any lawful manner, (c) collect and receive all rents, income, revenue, earnings, issues and profits therefrom, and (d) maintain, repair, renovate, alter or remove the Intellectual Property Collateral as the Lender may determine in its discretion, and any moneys so collected or received by the Lender shall be applied to, or may be accumulated for application upon, the obligations secured hereby.

Section 5. Rights of any Licensees.

Notwithstanding the provisions of Section 4 hereof, so long as a licensee from Company under a license approved by the Lender is not in default under the license agreement between the Company and such licensee, the Lender shall not interfere with any such licensee's use and enjoyment of the Intellectual Property Collateral which is the subject of such license.

Section 6. No Waiver.

No failure on the part of the Lender to exercise, and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to the Lender or allowed it by law or other agreement, shall be cumulative and not exclusive the one of any other, and may be exercised by the Lender from time to time.

Section 7. Further Assurances; Filing.

The Company agrees to execute and deliver to the Lender Uniform Commercial Code financing statements and such other documents, instruments, supplemental security agreements and chattel mortgages as the Lender may deem necessary, proper or desirable in obtaining the benefits of this Agreement, and the Company hereby authorizes the Lender to effect any filing or recording of any such financing statement or statements relating to the Intellectual Property Collateral or amendments thereto without the signature of the Company where lawful, and hereby appoints the Lender as its attorney in fact to execute any such financing or other statement or statements in the name of the Company, and to perform all other acts which the Lender deems appropriate to perfect and continue the security interests in, and to protect and preserve, the Intellectual Property Collateral.

Section 8. Expenses.

The Company agrees that all costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind) of, or incidental to, the custody, care, management, sale or collection of, or realization upon, any of the Intellectual Property Collateral shall become part of the obligations secured hereby and entitled to the benefits of this Agreement.

Section 9. Notices.

All notices, requests, approvals, demands and other communications given or made in connection with this Agreement shall be given or made in the manner provided in the Credit Agreement.

Section 10. Successors.

All the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the parties hereto, and, in particular, shall inure to the benefit of and be enforceable by any holder or holders of the Note, except that the Company may not transfer its rights or obligations hereunder without the prior written consent of the Lender.

Section 11. Termination.

Upon the payment in full of all amounts due under the Note and all other obligations of the Company due under the Credit Agreement and this Agreement to the Lender, the Lender shall execute and deliver to the Company all such documents and instruments as shall be necessary to evidence termination of this Agreement, and Lender will timely cooperate with Company to record and file, whenever Company deems necessary, releases of the security interest granted herein.

Section 12. Amendment.

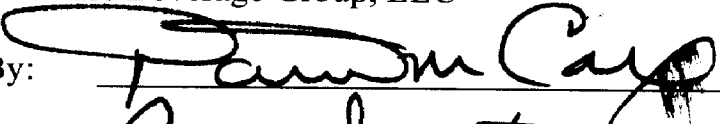
The Lender may waive in writing any of the provisions of this Agreement, or may enter into an agreement with the Company changing, amending or modifying this Agreement, provided that no such waiver or amendatory agreement shall deprive the holder of the Note of the benefits of the liens and security interests created by this Agreement or permit the creation of any lien on the Intellectual Property Collateral prior to or on a parity with the lien created by this Agreement without the prior written consent of the holder or holders of the Note at the time outstanding.

Section 13. Governing Law.

This Security Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their authorized representatives as of the date first above written.

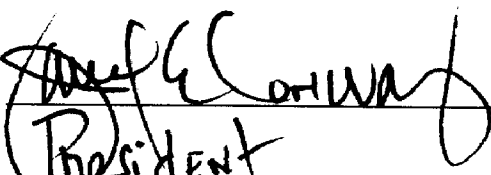
RealPure Beverage Group, LLC

By: 

Title: President

LENDER

The Valley Bank

By: 

Title: President

SCHEDULE "A"

U.S. Trademarks and Trademark Applications

<i>Mark</i>	<i>Registration or Application Number</i>
CANYON®	US1,973,499
CAPPULOTTA®	US1,803,874
FOUNTAINPURE®	US1,825,941
PATRIOT®	US2,018,223
RAVEN®	US1,992,047
REALPURE BRAND & Design®	US1,829,543
ROCK LEMON-LIME®	US1,974,379
A SQUEEZE ABOVE	US75/464,458
REALPURE	US75/464,456
REALPURE BRAND & Design	US74/641,341
TROPTAILS	US75/462,579
OUR SPRING TO YOU	US75/659,045
REAL PURE (stylized)	US75/658,610
STRAIGHT FROM THE SOURCE	US75/658,491
STRAIGHT FROM THE SOURCE REALPURE NATURAL SPRING WATER FOUNDED 1917 AND DESIGN	US75/692,515

SCHEDULE "A" (continued)

U.S. Patent

U.S. Patent No.: 5,840,356
Issue Date: November 24, 1998
Title: SHELF-STABLE FRUIT PUREE AND METHOD OF
PREPARATION
Inventor: Bert F. Swensen
Appl. No.: 914,572
Filing Date: August 14, 1997

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