

MKP
10.21.99

RECORDATION FOR
TRADEMARK

01-31-2000



101253503

To the Assistant Commissioner of Patents and Trademarks: Please

send us or copy thereof.

1. Name of conveying party(ies):
In Zone, Inc.

- Individuals(s)
 - General Partnership
 - Corporation - State of Georgia
 - Other _____
- Association
 - Limited Liability Partnership

Additional names(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)
Name: **General Electric Capital Corporation**
Street Address: **6100 Fairview Road, Suite 350**
City, State, Zip: **Charlotte, North Carolina 28210**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Liability Partnership _____
- Corporation - State of New York
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **November 23, 1999**

4. Application numbers(s) or Registration numbers(s)

A. Trademark Application Nos.:

Trademark Application No. 75/657,326
Trademark Application No. 75/701,425
Trademark Application No. 75/617,556
Trademark Application No. 75/699,646

B. Trademark Registration Nos.:

Trademark Registration No. 1,917,999
Trademark Registration No. 1,875,296

Additional numbers attached? No Yes

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

John S. Pratt, Esq.
KILPATRICK STOCKTON LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309-4530
(404) 815-6563

6. Total number of applications and registrations involved: **6**

7. Total Fee (37 CFR 3.41): \$240.00

Enclosed Authorized to charge Deposit Account
The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 11-0855

8. Deposit account number: 11-0855

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.*

Odessa G. Roberts
Name of Person Signing

Odessa G. Roberts
Signature

December 14, 1999
Date

Total number of pages including cover sheet, attachments, and document: 10

CERTIFICATE OF MAILING (37 CFR 1.8a)

I hereby certify that this correspondence, along with any paper referred to as being attached or enclosed, is being deposited with the United States Postal Service on this 14th day of December, 1999 with sufficient postage as first-class mail in an envelope addressed to the Box Assignment, Commissioner of Patents & Trademarks, Washington, D.C. 20231.

Odessa G. Roberts

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made as of November 23, 1999, between **IN ZONE, INC.**, a Georgia corporation and successor by merger to Alpha Products, Inc. ("**Debtor**"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation having offices at 6100 Fairview Road, Suite 350, Charlotte, NC 28210 ("**Lender**").

WITNESSETH:

WHEREAS, In order to induce Lender to extend credit and other financial accommodations to Debtor under the Loan and Security Agreement, dated as of the date thereof, among Debtor, the other Credit Parties party thereto, and Lender (as the same may hereafter be amended, restated, supplemented or replaced from time to time, the "**Loan Agreement**"), Debtor has agreed to grant to Lender a security interest in certain trademark rights and related assets of Debtor in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, Debtor hereby agrees that all capitalized terms used herein (and not otherwise expressly defined herein) shall have the meanings given such terms in the Loan Agreement and Debtor and Lender hereby further agree as follows:

1. **Grant of Security Interest.** To secure the complete and timely satisfaction of all of Debtor's obligations hereunder, as well as to secure all of the rights of Lender hereunder, and to secure the payment and performance of any and all other Obligations (as such term is defined in the Loan Agreement) (all such obligations being herein collectively called the "**Secured Obligations**"), Debtor hereby grants to Lender a present and continuing security interest in the entire right, title and interest of Debtor in and to the trademark application(s) and trademark(s) listed on Schedule 1 attached hereto together with all goodwill of Debtor's business relating thereto and all other assets of Debtor necessary to produce the products for which such applications will be or such trademarks are used, including without limitation all proceeds thereof (such as, by way of example, 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 renewals, extensions and other proceeds thereof (collectively called the "**Trademarks**").

2. **Representations and Warranties.** Debtor represents and warrants that as of the date hereof:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except where the failure of any of the foregoing to be true could not reasonably be expected to have a Material Adverse Effect, and except for the circumstances described on Schedule 2(a) hereto, which could not reasonably be expected to have a Material Adverse Effect;

(b) Each of the Trademarks is valid and enforceable, except where the failure of any of the foregoing to be true could not reasonably be expected to have a Material Adverse Effect, and except for the circumstances described on Schedule 2(a) hereto, which could not reasonably be expected to have a Material Adverse Effect;

(c) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the material Trademarks, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Debtor not to sue third persons, except for any Permitted Encumbrances, and except for the circumstances described on Schedule 2(c) hereto, which could not reasonably be expected to have a Material Adverse Effect;

(d) Debtor has the unqualified right to enter into this Agreement and perform its terms; and

(e) Except as set forth on Schedule 1 attached hereto, Debtor has no rights, titles or interests in any trademarks or trademark applications.

3. **No Inconsistent Licenses.** Debtor agrees that, so long as this Agreement is in effect, it will not enter into any agreement (for example, a license or assignment agreement) which is inconsistent with Debtor's obligations under this Agreement, without Lender's prior written consent.

4. **Event of Default.** The failure of Debtor to perform any of its obligations hereunder, any breach in any material respect of any representation or warranty of Debtor herein, or the occurrence of any Event of Default under (and as such term is defined in) the Loan Agreement will also constitute a default by Debtor under this Agreement after giving effect to any applicable cure periods expressly provided for in the Loan Agreement (herein referred to as an "**Event of Default**").

5. **Remedies on Default.** If any Event of Default shall have occurred and be continuing, 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 State of New York and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice or demand whatsoever to Debtor, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which Debtor may have therein and, after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all expenses for legal services) shall apply the residue of such proceeds toward the payment of the Secured Obligations (which application shall be made, first, to Lender's costs and expenses of such collection, sale or other disposition, including reasonable attorney's fees, and then to the payment of the other Secured Obligations then due to Lender). Debtor shall be liable for any deficiency remaining after the application of such proceeds. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Debtor. If required by applicable law, notice of any sale or other disposition of the Trademarks shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

6. **No Waiver.** No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Severability.** The provisions of this Agreement are several, 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 Agreement in any jurisdiction.

8. **Modification.** This Agreement is subject to modification only by a writing signed by Debtor and Lender.

9. **Benefit of Agreement.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties.

10. **Collateral Document.** This Agreement is one of the Loan Documents (as such term is defined in the Loan Agreement).

11. **Governing Law.** THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

12. **Terminology; Headings.** All singular terms used herein shall include the plural and vice versa, and all pronouns used herein shall be deemed to cover all genders. All section headings used herein are for convenience of reference only and do not constitute a substantive part of this Agreement.

13. **Termination of Agreement.** This Agreement and security interest conveyed hereunder shall remain in full force and effect until such time as the Loan Agreement is no longer in effect and no Secured Obligations for the payment of money are outstanding.

14. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which counterparts when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same Agreement.

15. **Expenses; Indemnity.** Debtor will promptly upon demand pay to Lender the amount of any and all expenses, including reasonable attorney's fees and fees of other experts, which Lender may from time to time incur in connection with (i) the administration of this Agreement, (ii) the preservation of or the sale or other disposition of or other realization upon any of the Trademarks, (iii) the exercise or enforcement of any of the rights of Lender hereunder or (iv) the failure by Debtor to perform or observe any of the provisions hereof. Debtor also hereby agrees to indemnify Lender and holds Lender harmless from and against any liability, loss, damage, suit, action or proceeding ever suffered or incurred by Lender as a result of (i) Debtor's failure to observe, perform or discharge Debtor's duties hereunder or (ii) Lender's holding or administering this Agreement or its rights, titles or interests in the Trademarks, unless with respect to any of the above, Lender is determined to have acted with gross negligence or to have engaged in willful misconduct. The obligations of Debtor under this paragraph 15 shall survive the termination of this Agreement.

16. **Loan Agreement.** Lender also has a Lien in the Trademarks under the terms of the Loan Agreement, and this Agreement is intended to supplement the Loan Agreement, but in the event of any inconsistency between the terms of this Agreement and those of the Loan Agreement, the terms of the Loan Agreement shall control, and Lender may elect to pursue its rights and remedies with respect to the Trademarks under either or both of this Agreement or the Loan Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed as of the date first written above.

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: Peter B. Cooney
Title: Duly Authorized Signatory

IN ZONE, INC.


By: _____
Name: Leon James Scott, III
Title: President

ACKNOWLEDGMENT OF GRANTOR

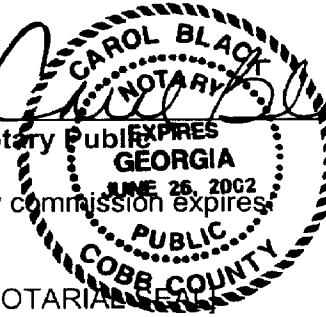
STATE OF GEORGIA

COUNTY OF FULTON

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 23rd day of November, 1999, personally appeared Leon James Scott, III, and who, being by me duly sworn, deposes and says that he is the President of In Zone, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation. He is personally known to me or has produced a Georgia driver's license as identification.

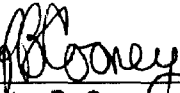


Notary Public
My commission expires
[NOTARIAL SEAL]



IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed as of the date first written above.

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Peter B. Cooney
Title: Duly Authorized Signatory

IN ZONE, INC.

By: _____
Name: Leon James Scott, III
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA

COUNTY OF FULTON

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 23rd day of November, 1999, personally appeared Leon James Scott, III, and who, being by me duly sworn, deposes and says that he is the President of In Zone, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation. He is personally known to me or has produced a Georgia driver's license as identification.

Notary Public

My commission expires:

[NOTARIAL SEAL]

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Trademark	Reg. Number	Application Number	Country	Reg. Date	Filing Date
Bottle Design - beverage container	1,917,999	74/482,825	USA	9/12/95	1/26/94
Bottle Design - beverage container	1,875,296	74/136,975	USA	1/24/95	2/6/91
In Zone - containers for food, bev.	Pending	75/617,556	USA	Pending	1/8/99
In Zone & Design - containers	Pending	75/657,326	USA	Pending	3/10/99
Misc - US Design - containers	Pending	75/701,425	USA	Pending	5/10/99
Silly Sipper - beverage bottle	Pending	75/699,646	USA	Pending	5/7/99
In Zone - containers	Pending	1220912	European Community	Pending	6/25/99
In Zone - containers	Pending	381995	Mexico	Pending	7/7/99
In Zone & Design	Pending	1297795	European Community	Pending	9/3/99
In Zone & Design	Pending	390317	Mexico	Pending	7/9/99

**SCHEDULE 2(a) TO
TRADEMARK SECURITY AGREEMENT EXECUTED BY IN ZONE, INC.**

The trademarks "In Zone" and "In Zone & Design" have been rejected in the United States.

SCHEDULE 2(c)

In order to obtain registration of the trademarks "In Zone and "In Zone & Design" referenced in Schedule 2(a) above, Debtor, may enter into a settlement agreement or a concurrent use agreement, in either case on terms acceptable to Lender in its good faith discretion.