

04-27-2000



101335798

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

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



4.3.00

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  
Effective Date  
Month Day Year  
03/24/2000
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name ROSCOE LLC Execution Date  
Month Day Year  
03/24/2000

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other LIMITED LIABILITY COMPANY
- Citizenship/State of Incorporation/Organization FLORIDA

Receiving Party

Mark if additional names of receiving parties attached

Name AMERICAN BANK OF TEXAS

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2011 TEXCOMA PARKWAY

Address (line 2) P. O. BOX 1234

Address (line 3) SHERMAN TEXAS 75090  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization TEXAS

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.)

04/26/2000 DN 00000382 14:49:31

FOR OFFICE USE ONLY

40.00 00  
100.00 00

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 0451-0027, 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:  
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TRADEMARK  
REEL: 002060 FRAME: 0167

**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="1426931"/>	<input type="text" value="1566533"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1430629"/>	<input type="text" value="1714426"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1483906"/>	<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.

Name of Person Signing Signature Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of March 24, 2000, is by and between ROSCOE, LLC, a Florida limited liability company (the "Debtor"), whose address is 3033 NE 32nd Avenue, Fort Lauderdale, Florida 33308, and AMERICAN BANK OF TEXAS, a Texas state bank (the "Secured Party"), whose address is P.O. Box 1234, Sherman, Texas 75091.

R E C I T A L S:

A. Debtor and the Secured Party have entered into that certain Loan Agreement of even date herewith (such Loan Agreement, as the same may be amended or modified from time to time, being hereinafter referred to as the "Loan Agreement," terms defined in the Loan Agreement and not otherwise defined herein being used as defined therein)

B. A condition to the Secured Party's obligations under the Loan Agreement is the execution and delivery of this Agreement by the Debtor.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

Definitions

Section 1.1 Definitions As used in this Agreement, the following terms have the following meanings:

"Accounts" means any "account," as such term is defined in Section 9.106 of the UCC, now owned or hereafter acquired by the Debtor, and in addition each of the following, whether now owned or hereafter acquired by the Debtor: (a) all accounts receivable of the Debtor, (b) all rights of the Debtor to receive any payment of money or other form of consideration, (c) all security pledged, assigned, or granted to or held by the Debtor to secure any account, (d) all guaranties of, or indemnifications with respect to, any of the foregoing, and (e) all rights of the Debtor as an unpaid seller of goods or services, including, but not limited to, all rights of stoppage in transit, replevin, reclamation, and resale.

"Collateral" has the meaning specified in Section 2.1 of this Agreement.

"Equipment" means any "equipment," as such term is defined in Section 9.109(2) of the UCC, now owned or hereafter acquired by the Debtor and shall include, without limitation, all machinery, equipment, furnishings, fixtures, and

vehicles and any and all additions to, improvements to, substitutions for, and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment, and accessories installed thereon or affixed thereto

"Event of Default" means an "Event of Default" as defined in the Loan Agreement

"General Intangibles" means any "general intangibles," as such term is defined in Section 9.106 of the UCC, now owned or hereafter acquired by the Debtor and, in addition each of the following, whether now owned or hereafter acquired by the Debtor: (a) all of the Debtor's patents, patent applications, patent rights, service marks, trademarks, trade names, trade secrets, intellectual property, registrations, goodwill, copyrights, franchises, licenses (including, but not limited to, that certain License Agreement dated March 24, 2000 by and between Debtor and Shooter's International, Inc. a Florida corporation, and that certain license dated #16-00201; 4-COP for the on-premise sale of alcoholic beverages granted to Debtor by the Florida Division of Alcoholic Beverages and Tobacco), permits, proprietary information, customer lists, designs, and inventions, (b) all of the Debtor's books, records, data, plans, manuals, computer software, and computer programs relating to any Collateral, (c) all rights of the Debtor to payment under letters of credit and similar agreements, (d) all choices in action and causes of action of the Debtor (whether arising in contract, tort, or otherwise and whether or not currently in litigation) and all judgments in favor of the Debtor, (e) all rights and claims of the Debtor under warranties and indemnities, and (f) all rights of the Debtor under any insurance, surety, or similar contract or arrangement.

"Instrument" means any "instrument," as such term is defined in Section 9.105(a)(9) of the UCC, now owned or hereafter acquired by the Debtor.

"Inventory" means any "inventory," as such term is defined in Section 9.109(4) of the UCC, now owned or hereinafter acquired by the Debtor and, in any event, all raw material, work in process, goods held for sale or lease, and all returned goods together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto and all additions to, substitutions for and replacements of the foregoing, wherever located.

"Obligations" means (a) the obligations of Debtor which are defined in the Loan Agreement or in any of the Loan Documents defined therein and (b) the obligations of Bima II, LLC, a Florida limited liability company in favor of Secured Party as evidenced by a certain promissory note (the "Bima Note") executed by Bima II, LLC, a Florida limited liability company ("Bima") in favor of Secured Party in the original principal amount of \$7,500,000.00 and all other obligations of Bima

in favor of Secured Party in connection with the Bima Note whether evidenced by a note, mortgage or other agreement.

"Proceeds" means any "proceeds," as such term is defined in Section 9.306 of the UCC and in addition, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Collateral by any Governmental Authority (or any person acting under color of Governmental Authority), and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"UCC" means the Uniform Commercial Code as in effect in the State of Texas or, if so required with respect to any particular Collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such Collateral is located.

## ARTICLE II

### Security Interest

Section 2.1 Security Interest. As collateral security for the prompt payment and performance in full when due of the Obligations (whether at stated maturity, by acceleration, or otherwise), the Debtor hereby grants to the Secured Party a lien on and security interest in all of the Debtor's right, title, and interest in and to the following, whether now owned or hereafter arising or acquired and wherever located (collectively, the "Collateral"):

All of the right, title, and interest of Debtor in and to (i) furniture, furnishings, equipment, machinery, motors and goods; (ii) general intangibles, money, insurance proceeds, accounts, contract and subcontract rights, trademarks, tradenames, instruments, and inventory; (iii) all personal property referenced in Exhibit A attached hereto; and (iv) all other personal property of any kind or character as defined in and subject to the provisions of the UCC (Article 9-Secured Transactions); any and all of which are now owned or hereinafter acquired by Debtor, together with all accessions, replacements, and substitutions thereto or therefor and the proceeds thereof.

Section 2.2 Debtor Remains Liable. Notwithstanding anything to the contrary contained herein, (a) the Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of its rights hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Secured Party shall not have any obligation or liability under any of the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or

duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

### ARTICLE III

#### Representations and Warranties

To induce the Secured Party to enter into this Agreement and the Loan Agreement, the Debtor represents and warrants to the Secured Party that:

Section 3.1 Company Existence. The Debtor (a) is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, (b) has all requisite power and authority to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business in all jurisdictions in which the nature of its business makes such qualification necessary and where failure to so qualify would have a material adverse effect on its business, condition (financial or otherwise), operations, prospects, or properties. The Debtor has the power and authority to execute, deliver, and perform its obligations under this Agreement and the other Loan Documents to which it is or may become a party.

Section 3.2 Company Action, No Breach. The execution, delivery, and performance by the Debtor of this Agreement and the other Loan Documents to which the Debtor is or may become a party and compliance with the terms and provisions hereof and thereof have been duly authorized by all requisite action on the part of the Debtor and do not and will not (a) violate or conflict with, or result in a breach of, or require any consent under (i) the articles of organization or operating agreement of the Debtor, (ii) any applicable law, rule, or regulation or any order, writ, injunction, or decree of any Governmental Authority or arbitrator, or (iii) any agreement or instrument to which the Debtor is a party or by which it or any of its property is bound or subject, or (b) constitute a default under any such agreement or instrument, or result in the creation or imposition of any lien upon any of the revenues or assets of the Debtor.

Section 3.3 Approvals. No authorization, approval, or consent of, and no filing or registration with, any Governmental Authority or third party is or will be necessary for the execution, delivery, or performance by the Debtor of this Agreement and the other Loan Documents to which the Debtor is or may become a party or the validity or enforceability thereof.

Section 3.4 Enforceability. This Agreement constitutes, and the other Loan Documents to which the Debtor is party, when delivered, shall constitute legal, valid, and binding obligations of the Debtor, enforceable against the Debtor in accordance with their respective terms.

Section 3.5 Title. The Debtor is, and with respect to Collateral acquired after the date hereof the Debtor will be, the legal and beneficial owner of the Collateral free and clear of any lien, security interest, or other encumbrance.

Section 3.6 Financing Statements. No financing statement, security agreement, or other lien instrument covering all or any part of the Collateral is on file in any public office, except as may have been filed in favor of the Secured Party pursuant to this Agreement. The Debtor has not within the past five (5) years had a trade name or done business under any name other than its legal name set forth at the beginning of this Agreement

Section 3.7 Principal Place of Business. The principal place of business and chief executive office of the Debtor, and the office where the Debtor keeps its books and records, is located at the Mortgaged Property.

Section 3.8 Perfection. Upon the filing of Uniform Commercial Code financing statements in the State of Florida, the security interest in favor of the Secured Party created herein will constitute a valid and perfected lien upon and security interest in the Collateral, subject to no equal or prior lien.

## ARTICLE IV

### Covenants

The Debtor covenants and agrees with the Secured Party that until the Obligations are paid and performed in full and all commitments of the Secured Party to the Debtor have terminated or unless Secured Party otherwise consents in writing:

Section 4.1 Encumbrances. The Debtor shall not create, permit, or suffer to exist, and shall defend the Collateral against, any lien, security interest, or other encumbrance on the Collateral, and shall defend the Debtor's rights in the Collateral and the Secured Party's security interest in the Collateral against the claims and demands of all Persons. The Debtor shall do nothing to impair the rights of the Secured Party in the Collateral.

Section 4.2 Modification of Accounts. The Debtor shall, in accordance with prudent business practices, endeavor to collect or cause to be collected from each account debtor under its Accounts, as and when due, any and all amounts owing under such Accounts. Without the prior written consent of the Secured Party, the Debtor shall not (a) grant any extension of time for any payment with respect to any material portion of the Accounts, (b) compromise, compound, or settle any material portion of the Accounts for less than the full amount thereof, (c) release, in whole or in part, any Person liable for payment thereof, (d) allow any credit or discount for payment with respect to any of the Accounts other than trade discounts granted in the ordinary course of business, or (e) release any lien, security interest, or guaranty securing any material portion of the Accounts.

Section 4.3 Disposition of Collateral. Other than the replacement of Equipment with equipment of like value or Inventory with inventory of like value the Debtor shall not sell, lease, assign (by operation of law or otherwise), or otherwise dispose of, or grant any option with respect to, any material portion of the Collateral or any part thereof without the prior written consent of the Secured Party. Debtor shall advise the Lender in writing of any disposition of any material portion

of the Collateral and take such steps as the Lender reasonably requires to perfect the Lender's interest in any proceeds thereof or replacements therefore.

Section 4.4 Further Assurances. At any time and from time to time, upon the request of the Secured Party, and at the sole expense of the Debtor, the Debtor shall within ten (10) days promptly execute and deliver all such further instruments, agreements, and documents and take such further action as the Secured Party may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement. Without limiting the generality of the foregoing, the Debtor shall (a) execute and deliver to the Secured Party such financing statements as the Secured Party may from time to time require; (b) deliver and pledge to the Secured Party all documents (including, without limitation, negotiable documents of title) evidencing any of the Collateral; (c) deliver and pledge to the Secured Party all Instruments of the Debtor with any necessary endorsements; and (d) execute and deliver to the Secured Party such other documents, instruments, and agreements as the Secured Party may require to perfect and maintain the validity, effectiveness, and priority of the Loan Documents and the liens intended to be created thereby. The Debtor authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of the Debtor where permitted by law. A carbon, photographic, or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement.

Section 4.5 Risk of Loss; Insurance. The Debtor shall be responsible for any loss or damage to the Collateral. The Debtor shall, at its own expense, maintain insurance with respect to the Collateral in accordance with the provisions of the Loan Agreement. If an Event of Default shall have occurred and be continuing all insurance proceeds shall be paid directly to the Secured Party and may be applied to the Obligations.

Section 4.6 Corporate Changes. The Debtor shall not change its name, identity, or corporate structure in any manner that might make any financing statement filed in connection with this Agreement seriously misleading unless the Debtor shall have given the Secured Party sixty (60) days prior written notice thereof and shall have taken all action deemed reasonably necessary or desirable by the Secured Party to make each financing statement not seriously misleading. The Debtor shall not change its principal place of business, chief executive office, or the place where it keeps its books and records unless it shall have given the Secured Party sixty (60) days prior written notice thereof and shall have taken all action deemed reasonably necessary or desirable by the Secured Party to cause its security interest in the Collateral to be perfected with the priority required by this Agreement.

Section 4.7 Books and Records; Information. The Debtor shall keep accurate and complete books and records of the Collateral and the Debtor's business and financial condition in accordance with generally accepted principles of accounting consistently applied. The Debtor shall from time to time at the request of the Secured Party deliver to the Secured Party such information regarding the Collateral and the Debtor as the Secured Party may reasonably request, including, without limitation, lists and descriptions of the Collateral and evidence of the identity and existence



of the Collateral. The Debtor shall mark its books and records to reflect the security interest of the Secured Party under this Agreement.

Section 4.8 Warehouse Receipts Non-Negotiable. The Debtor agrees that if any warehouse receipt or receipt in the nature of a warehouse receipt is issued in respect of any of the Collateral, such warehouse receipt or receipt in the nature thereof shall not be "negotiable" (as such term is used in Section 7.104 of the Uniform Commercial Code as in effect in any relevant jurisdiction or under relevant law)

Section 4.9 Notification. The Debtor shall promptly notify the Secured Party of (a) any lien, security interest, encumbrance, or claim that has attached to or been made or asserted against any of the Collateral, (b) any material change in any of the Collateral, including, without limitation, any material damage to or loss of any of the Collateral, and (c) the occurrence of any other event that could have a material adverse effect on the Collateral or the security interest created hereunder.

## ARTICLE V

### Rights of the Secured Party

Section 5.1 Setoff, Property Held by the Secured Party. After an Event of Default, the Secured Party shall have the right to set off and apply against the Obligations, at any time and without notice to the Debtor, any and all deposits (general or special, time or demand, provisional or final) or other sums at any time credited by or owing from the Secured Party to the Debtor. As additional security for the Obligations, the Debtor hereby grants the Secured Party a security interest in all money, instruments, and other property of the Debtor now or hereafter held by the Secured Party, including without limitation, property held in safekeeping. In addition to the Secured Party's right of setoff and as further security for the Obligations, the Debtor hereby grants the Secured Party a security interest in all deposits (general or special, time or demand, provisional or final) of the Debtor now or hereafter on deposit with or held by the Secured Party and all other sums at any time credited by or owing from the Secured Party to the Debtor. The rights and remedies of the Secured Party hereunder are in addition to other rights and remedies (including, without limitation, other rights of setoff) which the Secured Party may have. In the event of any set off by Secured Party, the Secured Party shall promptly account to the Debtor on how the funds were applied.

Section 5.2 Assignment by the Secured Party. The Secured Party may at any time assign or otherwise transfer all or any portion of its rights and obligations under the Loan Agreement (including, without limitation, the Obligations) to any other Person, and such Person shall thereupon become vested with all the benefits thereof granted to the Secured Party herein or otherwise.

Section 5.3 Performance by the Secured Party. If the Debtor shall fail to perform any covenant or agreement contained in this Agreement, the Secured Party may perform or attempt to perform such covenant or agreement on behalf of the Debtor. In such event, the Debtor shall, at the request of the Secured Party, promptly pay any amount expended by the Secured Party in connection with such performance or attempted performance to the Secured Party, together with interest thereon

at the Default Rate from and including the date of such expenditure to but excluding the date such expenditure is paid in full. Notwithstanding the foregoing, it is expressly agreed that the Secured Party shall not have any liability or responsibility for the performance of any obligation of the Debtor under this Agreement.

## ARTICLE VI

### Default

Section 6.1 Rights and Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party shall have the following rights and remedies:

(i) In addition to all other rights and remedies granted to the Secured Party in this Agreement or in any other Loan Document or by applicable law, the Secured Party shall have all of the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral). Without limiting the generality of the foregoing, the Secured Party may (a) without demand or notice to the Debtor, collect, receive, or take possession of the Collateral or any part thereof and for that purpose the Secured Party may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (b) sell, lease, or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. The Secured Party shall have the right at any public sale or sales, and, to the extent permitted by applicable law, at any private sale or sales, to bid and become a purchaser of the Collateral or any part thereof free of any right or equity of redemption on the part of the Debtor. Upon the request of the Secured Party, the Debtor shall assemble the Collateral and make it available to the Secured Party at any place designated by the Secured Party that is reasonably convenient to the Debtor and the Secured Party. The Debtor agrees that the Secured Party shall not be obligated to give more than fifteen (15) days written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. The Secured Party shall not be obligated to make any sale of Collateral if it shall determine not to do so, regardless of the fact that notice of sale of Collateral may have been given. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. The Debtor shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all reasonable attorneys' fees, legal expenses, and all other costs and expenses incurred by the Secured Party in connection with the collection of the Obligations and the enforcement of the Secured Party's rights under this Agreement. The Debtor shall remain liable for any deficiency if the Proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations in full. The Secured Party may apply the Collateral against the Obligations in such order and manner as the Secured Party may elect in its sole discretion.

Fifteen (15) days after the Secured Party gives written notice of either (i) the time and place of any public sale or (ii) of the time after which any private sale may take place, the Debtor waives all rights of marshaling, valuation, and appraisal in respect of the Collateral.

(ii) The Secured Party may cause any or all of the Collateral held by it to be transferred into the name of the Secured Party or the name or names of the Secured Party's nominee or nominees.

(iii) The Secured Party may collect or receive all money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so.

(iv) On any sale of the Collateral, the Secured Party is hereby authorized to comply with any limitation or restriction with which compliance is necessary, in the view of the Secured Party's counsel, in order to avoid any violation of applicable law or in order to obtain any required approval of the purchaser or purchasers by any applicable Governmental Authority.

Section 6.2 Power of Attorney. In addition to the foregoing if an Event of Default shall have occurred and be continuing, the Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of the Debtor or in its own name, to take any and all action and to execute any and all documents and instruments which the Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, the Debtor hereby gives the Secured Party the power and right on behalf of the Debtor and in its own name to do any of the following, without notice to or the consent of the Debtor:

(i) to demand, sue for, collect, or receive in the name of the Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title, or any other instruments for the payment of money under the Collateral or any policy of insurance;

(ii) to pay or discharge taxes, liens, or other encumbrances levied or placed on or threatened against the Collateral, and

(iii) (1) to direct account debtors and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Secured Party or as the Secured Party shall direct; (2) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; (3) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications, and notices in connection with

accounts and other documents relating to the Collateral; (4) to commence and prosecute any suit, action, or proceeding at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (5) to defend any suit, action, or proceeding brought against the Debtor with respect to any Collateral; (6) to settle, compromise, or adjust any suit, action, or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate; (7) to exchange any of the Collateral for other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depository, transfer agent, registrar, or other designated agency upon such terms as the Secured Party may determine; (8) to add or release any guarantor, endorser, surety, or other party to any of the Collateral; (9) to renew, extend, or otherwise change the terms and conditions of any of the Collateral; (10) to make, settle, compromise, or adjust claims under any insurance policy covering any of the Collateral; and (11) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve, or realize upon the Collateral and the Secured Party's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. The Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to the Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its negligent misconduct. This power of attorney is conferred on the Secured Party solely to protect, preserve, and realize upon its security interest in the Collateral. The Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

## ARTICLE VII

### Miscellaneous

Section 7.1 No Waiver, Cumulative Remedies. No failure on the part of the Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

Section 7.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective heirs, successors, and assigns, except that the Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

Section 7.3 ENTIRE AGREEMENT THIS AGREEMENT EMBODIES THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

Section 7.4 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 7.5 Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by the Secured Party shall affect the representations and warranties or the right of the Secured Party to rely upon them.

Section 7.6 Notices. All notices and other communications provided for in this Agreement shall be given or made by telex, telegraph, telecopy, cable, or in writing and telexed, telecopied, telegraphed, cabled, mailed by certified mail return receipt requested, or delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof; or, as to any party at such other address as shall be designated by such party in a notice to the other party given in accordance with this Section. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by telex or telecopy, subject to telephone confirmation of receipt, or delivered to the telegraph or cable office, subject to telephone confirmation of receipt, or when personally delivered or, in the case of a mailed notice, when duly deposited in the mails, in each case given or addressed as aforesaid.

Section 7.7 Governing Law, Venue, Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America except with respect to those provisions regarding the creation, perfection and enforcement of liens against the Collateral which provisions shall be governed by the law of the State of Florida. This Agreement shall be performable for all purposes in Grayson County, Texas. Any action or proceeding against the Debtor under or in connection with this Agreement or any other Loan Document may be brought in any state or federal court in Grayson County, Texas. The Debtor hereby irrevocably (a) submits to the nonexclusive jurisdiction of such courts, and (b) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this

Agreement or any other Loan Document shall affect the right of the Secured Party to serve process in any other manner permitted by law or shall limit the right of the Secured Party to bring any action or proceeding against the Debtor with respect to any of its property in courts in other jurisdictions where that property is located or in any jurisdiction where the Debtor is conducting business or maintains an office. Any action or proceeding by Debtor against the Secured Party shall be brought only in a court located in Grayson County, Texas.

Section 7.8 Counterparts This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.9 Waiver of Bond In the event the Secured Party seeks to take possession of any or all of the Collateral by judicial process, the Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

Section 7.10 Severability Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.11 Construction The Debtor and the Secured Party acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by the Debtor and the Secured Party.

Section 7.12 Obligations Absolute All rights and remedies of the Secured Party hereunder, and all obligations of the Debtor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Loan Agreement or any of the other Loan Documents or any other agreement or instrument relating to any of the foregoing;

(b) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement or any of the other Loan Documents;

(c) any exchange, release, or nonperfection of any Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Obligations; or

(d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Debtor.

Section 7.13 Termination. If all of the Obligations shall have been paid and performed in full and all commitments of the Secured Party to the Debtor shall have expired or terminated, the Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release and termination of the security interests created by this Agreement, and shall duly assign and deliver to the Debtor (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of the Secured Party and has not previously been sold or otherwise applied pursuant to this Agreement.

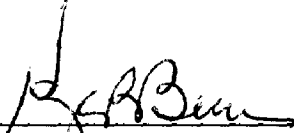
Section 7.14 Conflicts. To the extent any provision hereof conflicts with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall govern.

Section 7.15 Litigation. In the event of litigation between the Secured Party and Debtor with respect to the lien provided for herein, the party which substantially prevails in such litigation shall be entitled to recover from the other party for all reasonable costs and expenses, including attorneys' fees, incurred by the substantially prevailing party directly in connection with such litigation and as awarded by the court in such litigation. A take-nothing judgment or a judgment which denies any relief to the party seeking same shall be considered a loss to the party seeking an injunction, damages or other relief.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above

SECURED PARTY:


AMERICAN BANK OF TEXAS,  
a Texas state bank

By:   
Name: Kyle R. Beall  
Title: Senior Vice President

Address for Notices:  
P.O. Box 1234  
Sherman, Texas 75091  
Attention: Mr. Kyle R. Beall

DEBTOR:

ROSCOE, LLC,  
a Florida limited liability company

By:   
Name: John H. Wile  
Title: Managing Member

Address for Notices:  
3033 NE 32nd Avenue  
Fort Lauderdale, Florida 33308  
Attention: Mr. John H. Wile

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