

msw 5-22-00

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

02-09-2001

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

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RECORDATION FORM COVER SHEET
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5-22-00

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 _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Victor Sinclair, Inc.

Execution Date
Month Day Year _____

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Georgia

Receiving Party

Mark if additional names of receiving parties attached

Name William A. H. Rhodes

DBA/AKATA _____

Composed of _____

Address (line 1) 3203 Lanier Drive

Address (line 2) _____

Address (line 3) Atlanta

Georgia

30319

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization _____

FOR OFFICE USE ONLY

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01 FC:481
02 FC:482

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125.00 OP

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

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U.S. Department of Commerce
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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.

William A. H. Rhodes

Name of Person Signing

Signature

5/20/00

Date Signed

FORECLOSURE BILL OF SALE**AND****ASSIGNMENT OF INTANGIBLES**

THIS INDENTURE, made this 7th day of March, 2000, by VICTOR SINCLAIR, INC. (hereinafter referred to as "Borrower"), acting through WILLIAM A. H. RHODES, its duly appointed agent and attorney-in-fact, as Party of the First Part, and WILLIAM A. H. RHODES as Party of the Second Part;

WITNESSETH:

WHEREAS, on April 16, 1999, Borrower executed and delivered a certain Note in the amount of \$283,039.22 and Security Deed to The First Bank of Brunswick; and

WHEREAS, on September 30, 1999, The First Bank of Brunswick did thereafter grant, bargain, assign, sell, convey and transfer unto WILLIAM A. H. RHODES, all its right, title and interest in and to the Note, the Security Deed and the indebtedness secured thereby; and

WHEREAS, on October 1, 1999, Borrower executed and delivered a second Security Deed to WILLIAM A. H. RHODES; and

WHEREAS, WILLIAM A. H. RHODES was the owner and holder of the aforesaid Note and Security Deeds; and

WHEREAS, default occurred in the payment of indebtedness evidenced by the Note and the Security Deed, and by reason of said default, WILLIAM A. H. RHODES, after the giving of all notices required under the Note and the Security Deed and all applicable Georgia law, elected, pursuant to the terms of the Security Deeds, and declared the entire principal and interest immediately due and payable; and

WHEREAS, WILLIAM A. H. RHODES, the holder of said Note and Security Deeds did, according to the terms of said Security Deeds, advertise the tangible and intangible property described herein for sale once a week for two weeks immediately preceding said sale; and

WHEREAS, said tangible and intangible property was exposed for sale as public sale, pursuant to the Security Deeds and O.C.G.A. § 11-9-504, to the highest and best bidder therefore for cash on the first Tuesday in March, namely March 7, 2000, within the legal hours of sale at the usual place for conducting Sheriff's sales in Glynn County, Georgia, before the Courthouse door in said county, and Party of the First offered said real property for sale at public outcry to the highest bidder for cash when

and where the aforesaid Party of the Second part bid One Hundred Thousand (\$100,000.00) Dollars; and

WHEREAS, said property was bid in and sold to the Party of the Second Part herein, for the aforementioned sum of money in cash.

NOW, THEREFORE, in consideration of the premises and of the said sum of money and by virtue of and pursuant to the power of sale contained in the aforesaid Security Deed, said Party of the First Part does hereby grant, bargain, sell and convey unto the said Party of the Second Part, his heirs, representative, administrators and assigns, the following described property, to-wit:

All general intangibles, including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, goodwill, customer lists, permits and franchises, and the right to use Debtor's name, including, but not limited to, the trademarks and trade names "Victor Sinclair," "Don Rafael," "Victor Sinclair Grand Reserve," "Rum Royale," "Vanilla Delight," and "Chateau Amaretto," and any and all Internet domain names and associated registrations, including, but not limited to, "www.victorsinclair.com;" and also

All accounts receivable and inventory of Victor Sinclair, Inc.

TO HAVE AND TO HOLD said property and every part thereof unto the said Party of Second Part, his heirs, executors, administrators and assigns, to said Party's own proper use, benefit and behalf, in as full and ample manner as the said Party of the First Part or said Party's representatives, successors and assigns, did hold and enjoy the same.

IN WITNESS WHEREOF, said VICTOR SINCLAIR, INC. acting by and through WILLIAM A. H. RHODES, his duly appointed agent and attorney-in-fact, has hereunto set his hand and seal on the day and year first above written as the date hereof.

VICTOR SINCLAIR INC., by William A. H. Rhodes, its agent and Attorney-in-Fact
By: William A. H. Rhodes (L.S.)
William A. H. Rhodes, as Attorney-in-Fact for Victor Sinclair, Inc.

Signed, sealed and delivered in the present of:

Witness

Notary Public
My Commission Expires: _____