



101597970

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Parrot Jungle and Gardens, Inc. 1-22-01</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Florida <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Union Planters Bank, N.A.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>2800 Ponce de Leon Boulevard</u> ²²</p> <p>City: <u>Miami</u> State: <u>Florida</u> Zip: <u>33134</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Corporation - National</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 9, 2001</u></p>	
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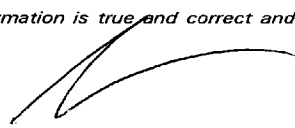
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No. (s) 75/431553</p>	<p>B. Trademark registration No. (s) 2148889; 1195913; 2196869</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Steven E. Goldman, Esq.</u></p> <p>Internal Address: <u>Greenberg Traurig, P.A.</u></p> <p>Street Address: <u>1221 Brickell Avenue</u></p> <p>City: <u>Miami</u> State: <u>FL</u> Zip: <u>33131</u></p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41): \$ <u>115</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attached duplicate copy of this page if paying by deposit account)</p>
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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

<u>Steven E. Goldman</u> Name of Person Signing	 Signature	<u>1/9/2001</u> Date
		Total number of pages comprising cover sheet: 1

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments**

01/29/2001 DBYRNE 0000611 75431553 Washington, D.C. 20231

01 FC:481 Public burden report for this sample cover sheet is estimated to average about 30 minutes
02 FC:482 per document to be added, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST IN
TRADEMARKS AND DOMAIN NAMES**

This GRANT OF SECURITY INTEREST IN TRADEMARKS AND DOMAIN NAMES ("Agreement") is executed by PARROT JUNGLE AND GARDENS, INC., a Florida corporation and PJG WATSON, L.L.C., a Florida limited liability company (collectively, "Assignor"), on this 9th day of January, 2001, in favor of UNION PLANTERS BANK, N.A. ("Lender" and sometimes herein "Assignee").

WHEREAS, the Assignor and Lender are parties to that certain Construction Loan Agreement dated as of even date (as amended, supplemented or modified from time to time, the "Loan Agreement"); and

WHEREAS, it is a condition precedent to the extension of credit under the Loan Agreement that Assignor shall have granted to the Lender, a security interest in Assignor's assets, including, without limitation, (i) common law and statutory trademarks, service marks, trade names, trademark and service mark registrations, applications for trademark or service mark registrations and any other indicia of origin, and licenses thereunder, as well as all goodwill associated therewith (all such trademarks, service marks, trade names, registrations, applications and other indicia, licenses thereunder and goodwill associated therewith being, collectively, the "Trademarks") and (ii) internet domain names, internet domain name registrations, applications and any other indicia of origin, and licenses thereunder, as well as all goodwill associated therewith (all such internet domain names, registrations, applications and other indicia, licenses thereunder and goodwill associated therewith being, collectively, the "Domain Names").

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the definitions, terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Loan Agreement.

2. Grant of Security. To secure the complete and timely payment of all of the obligations of Assignor to the Lender now or hereafter existing from time to time, Assignor hereby grants to Assignee a security interest in, the entire right, title and interest, in the United States and throughout the world, in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(a) Each of the Trademarks and Domain Names which are presently, or in the future may be from time to time, owned, held (whether pursuant to a license or otherwise) or used by Assignor, in whole or in part, in conducting its business (including, without limitation, the United States trademark and service mark registrations, applications for registration and registered domain names specifically identified on Schedule A attached hereto);

(b) all proceeds of the Trademarks and Domain Names (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits);

(c) the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Assignor or in the name of Assignee for past, present and future infringements of the Trademarks and Domain Names and all rights (but not obligations) corresponding thereto; and

(d) all documents and things in Assignor's possession, or subject to its demand for possession, related to the production and sale by Assignor, or any subsidiary, licensee or subcontractor of Assignor, of products or services sold by or under the authority of Assignor in connection with the Trademarks and Domain Names, including by way of example, without limitation: (i) all lists and ancillary documents which identify and describe any of Assignor's customers, or those of its subsidiaries or licensees, for products sold under or in connection with the Trademarks and Domain Names, including without limitation, such existing lists and ancillary documents which contain each customer's full name and address, the identity of the person or persons having the principal responsibility on each customer's behalf for ordering products or services of the kind supplied by Assignor, the credit, payment, discount, delivery and other sale terms applicable to such customer, together with detailed information setting forth the total purchases, by brand, product, style and size and the patterns of such purchases; (ii) all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks and Domain Names; (iii) all documents which reveal the name and address of all sources of supply, and all terms of purchase and delivery, for all materials and components used in the production of products or provision of service, sold under or in connection with the Trademarks and Domain Names; and (iv) all documents constituting or concerning the then current or proposed advertising and promotion by Assignor or its subsidiaries or licensees of products sold under or in connection with the Trademarks and Domain Names including, by way of example and not in limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products;

it being understood and agreed that the Collateral hereunder shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of Assignor pertaining to common law and statutory trademarks, service marks, trade names, trademark and service mark registrations, applications for trademark or service mark registrations, internet domain names, internet domain name registrations or applications and any other indicia of origin presently or in the future owned or used by third parties, but in the case of third parties which are not subsidiaries of Assignor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties.

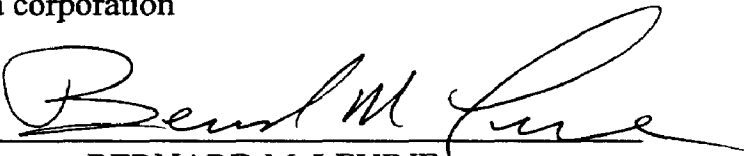
3. Security Interest. This Agreement constitutes a "Security Agreement" on personal property within the meaning of the UCC (as hereinafter defined) and other applicable

laws and with respect to the Collateral. To this end, and pursuant to the terms and provisions of the Loan Agreement, Assignor grants to Assignee a first and prior security interest in the Collateral to secure the payment of the obligations under the Loan Documents, and Assignor agrees that Assignee shall have all of the rights and the remedies of the secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Assignee with respect to the Collateral sent to Assignor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Assignor.


For the purposes hereof, the term "UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of Florida; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Lender's security interest in any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Florida, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PARROT JUNGLE AND GARDENS, INC., a
Florida corporation

By: 
Name: BERNARD M. LEVINE
Its: President

PJG WATSON, L.L.C., a Florida limited liability
company

By: 
Name: BERNARD M. LEVINE
Its: Manager

Schedule "A"

Parrot Jungle Trademarks and Domain Names

Trademarks

<i>Mark</i>	<i>Owner</i>	<i>Serial Number</i>	<i>Registration Number</i>	<i>Registration Date</i>
Serpentarium	Parrot Jungle and Gardens Limited, Inc.	75/431553	n/a (application pending registration)	n/a
Serpentarium	Parrot Jungle and Gardens Limited, Inc.	75/191520	2148889	4/7/1998
Parrot Jungle	Parrot Jungle and Gardens Limited, Inc.	73/292310	1195913	5/18/1982
Parrot Jungle	Parrot Jungle and Gardens Limited, Inc.	75/013348	2196869	10/20/1998

Domain Names

<i>Domain Name</i>	<i>Owner</i>	<i>Registration Date</i>
ParrotJungle.com	Parrot Jungle and Gardens	7/7/1995
Parrot-Jungle.com	Parrot Jungle, Inc. (not affiliated with client, litigation pending to recover name)	8/25/1998
Serpentarium.com	Parrot Jungle and Gardens	6/12/1996