

MAD 1/17/01

01-31-2001

Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101600906

To the Honorable Commissioner of P

hed original documents or copy thereof.

1. Name of conveying party(ies):

Cactus Pete's, Inc.

- Individuals
- General Partnership -
- Corporation - State: Nevada
- Other:
- Association
- Limited Partnership:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Interest
- Other -
- Merger
- Change of Name

Execution Date: December 20, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Name of receiving party(ies):

Name: Bankers Trust Company

Internal Address: _____

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation _____
- Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

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

Trademark Registration No.(s)\

2,080,518

2,145,768

Additional numbers attached? Yes No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01/30/2001 DBYRNE 00000251 2080518

01 EC:484
02 FC:482
Statement and signature. 40.00 OP
25.00 OP

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.

Brian T. Jaenicke
Name of Person Signing

Brian T. Jaenicke
Signature

1/17/01
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, 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**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CACTUS PETE'S, INC., a Nevada corporation (the "Grantor") with principal offices at 3773 Howard Hughes Parkway, Suite 490S, Las Vegas, NV 89109, hereby grants to Bankers Trust Company, as Collateral Agent (the "Grantee") with principal offices at 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same, and (iv) the goodwill of the business with which the Marks are associated.

THIS GRANT, effective as of December 20, 2000, is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Assignors from time to time party thereto and the Grantee, dated as of December 20, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the termination of the Security Agreement pursuant to the terms thereof, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all of the terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 20 day of December, 2000.

CACTUS PETE'S, INC.,
as Grantor,

By 
Name: Thomas M. Steinbauer
Title: Vice President, Treasurer & Secretary

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

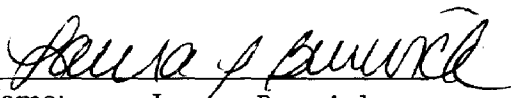
By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 20th day of December, 2000.

CACTUS PETE'S, INC.,
as Grantor,

By _____
Name: Thomas M. Steinbauer
Title: Vice President, Treasurer & Secretary

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By 
Name: Laura Burwick
Title: Principal

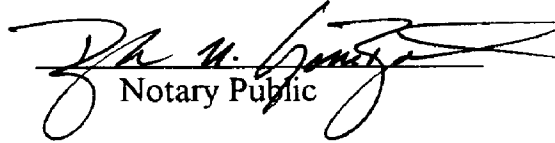
STATE OF MISSOURI)

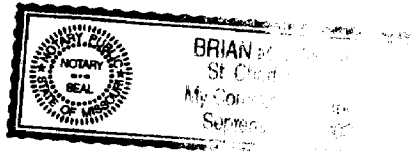
) ss:

~~COUNTY OF CLAY).~~

CITY OF ST. LOUIS

On this 19~~th~~ day of December, 2000, before me personally came THOMAS M. STEINBAUER who, being by me duly sworn, did state as follows: that he is VICE PRESIDENT, TREASURER & SECRETARY of CACTUS PETE'S, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 20th day of December, 2000, before me personally came Laura Burwick who, being by me duly sworn, did state as follows: that she is Principal of BANKERS TRUST COMPANY, that she is authorized to execute the foregoing Grant on behalf of said company and that [s]he did so by authority of said company.


Notary Public

JUNE A. POLITANO
Notary Public, State of New York
No. 30-4905885
Qualified in Nassau County
Commission Expires 9/28/01

Trademarks and Trademark Applications
Owned By Cactus Pete's, Inc.

| <u>Trademark</u> | <u>Trademark No.</u> |
|----------------------|----------------------|
| Cactus Pete's | 2,080,518 |
| Cactus Pete's (Logo) | 2,145,768 |