

06-04-2002



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2002 MAY 29 AM 11:43

RECORDATION FORM COVER SHEET FINANCE SECTION
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New **5-29-02**
- 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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association

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.)

Other

Citizenship/State of Incorporation/Organization

06/03/2002 MUELLER 00000127 061450 75890979

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 100.00 CH

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 0651-0027, 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:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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" value="75/890,979"/>	<input type="text" value="75/821,548"/>	<input type="text" value="75/822,016"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/182,551"/>	<input type="text" value="76/022,394"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Neal D. Marcus Neal D. Marcus 05-29-2002
Name of Person Signing Signature Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of May 16, 2002, by and between The Braver Capital Group, LLC, an Illinois limited liability company ("Borrower") and CIB Bank, an Illinois banking corporation ("Lender").

WITNESSETH:

WHEREAS, Borrower and Lender are parties to that certain Loan Agreement of an even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "**Loan Agreement**"), pursuant to which, *inter alia*, the Lender has agreed to extend revolving and term credit facilities to the Borrower of up to \$4,000,000, subject to the terms and conditions set forth in such Loan Agreement; and

WHEREAS, Lender has required Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "**Obligations**" (as defined in the Loan Agreement) and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** This premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Lender a first priority security interest in, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all trademark and service mark renewals, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for

past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (e) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. **Restrictions on Future Agreements.** Borrower will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which conflicts with the terms and conditions of this Agreement, and Borrower further agrees that it will not take any action, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with the Trademarks or Licenses and will use its best

efforts to enforce and protect Borrower's rights in and to the Trademarks and Licenses, as against third parties.

6. **New Trademarks and Licenses.** Borrower represents and warrants that, from and after the Loan Closing Date, (a) the Trademarks listed on Schedule A, as amended, include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by, held by, or to be acquired by Borrower, (b) the Licenses listed on Schedule B, as amended, include all of the trademark license agreements and service mark license agreements under which Borrower is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than Lender. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Borrower shall give to Lender written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Borrower hereby authorizes Lender to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future

trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. **Royalties.** Borrower hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder in connection with Lender's exercise of its rights and remedies under paragraph 15 hereof or Article IX of the Loan Agreement shall be coextensive with Borrower's rights thereunder, to the extent permitted by applicable law, and with respect thereto and without any liability for royalties or other related charges from Lender to Borrower.

8. **Right to Inspect; Further Assignment and Security Interests.** Lender may at all reasonable times (and at any time when a Default or Event of Default exists and is continuing) have access to, examine, audit, makes copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. Borrower shall maintain such product quality controls necessary to maintain the quality of the products sold as associated with its corresponding Trademark and if such product quality controls are not maintained and from and after the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such reasonable additional product

quality controls as Lender or such conservator, in its sole absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Lender, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without Lender's prior and express written consent.

9. **Nature and Continuation of Lender's Security Interest; Termination of Lender's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, Lender shall promptly execute and deliver to Borrower, at Borrower's reasonable expense, all termination statements and other instruments as may be necessary or proper to terminate Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement or the Loan Agreement.

10. **Duties of Borrower.** Borrower shall, to the extent it deems desirable in Borrower's reasonable business judgment: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Borrower further agrees (i) not to abandon any Trademark or License without the prior written consent of Lender, and (ii) to use its best efforts to maintain in full force and

effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and shall be added to the Obligations secured hereby. Borrower agrees to notify Lender of Borrower's qualification to do business in jurisdictions, other than the United States, where any Trademarks or Licenses may be used and/or registered. Upon such qualification described in the preceding sentence, Borrower, at its reasonable expense, shall be obligated to execute and deliver such documents and take such actions as may be necessary in order to perfect Lender's lien on such Trademarks and/or Licenses in such jurisdictions.

11. **Lender's Right to Sue.** After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Lender).

12. **Waivers.** Lenders' failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or

diminish any right of Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right hereunder or under the other Loan Documents. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, 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 hereof, 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.

14. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney.** Borrower hereby irrevocably designates, constitutes and appoints Lender (and all Persons designated by Lender in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Borrower's or Lender's name, to take any action and execute any instrument which Lender may deem necessary or advisable to accomplish the

purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Lender of notice to Borrower of Lender's intention to enforce its rights and claims against Borrower, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Lender deems in its best interest. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Code, to the extent permitted by applicable law, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Lender to exercise any of its remedies under Section 9-613 or Section 9-620 of the Code with respect to the Trademarks and Licenses, Borrower agrees to assign, convey and otherwise transfer title in and to the

Trademarks and the Licenses to Lender or any transferee of Lender and to execute and deliver to Lender or any such transferee all such agreements, documents and instruments as may be necessary, in Lender's sole discretion, to effect such assignment, conveyance and transfer. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other Loan Document, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other Loan Documents.

16. **Successors and Assigns.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Lender's prior written consent.

17. **APPLICABLE LAW.** THIS AGREEMENT, THE NOTES AND EACH OF THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (EXCLUSIVE OF ITS CONFLICTS OF LAWS PROVISIONS) EXCEPT WITH RESPECT TO THE PROVISIONS OF ANY LOAN DOCUMENTS WHICH RELATE TO REALIZING UPON ANY COLLATERAL LOCATED OUTSIDE THE STATE OF ILLINOIS WHICH

SHALL BE GOVERNED BY THE LAW OF THE STATE IN WHICH SUCH COLLATERAL IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF ILLINOIS SHALL GOVERN THE VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS.

18. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 10.1 of the Loan Agreement.

19. **Section Titles.** The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. **CONSENT TO JURISDICTION.** THE BORROWER HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION, PROCEEDING OR CLAIM AGAINST IT ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, OR ANY JUDGMENT ENTERED BY ANY COURT IN RESPECT THEREOF, MAY BE BROUGHT OR ENFORCED IN THE STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS. NOTHING HEREIN SHALL, OR SHALL BE CONSTRUED SO AS TO, LIMIT THE RIGHT OF THE LENDER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO BRING ACTIONS, SUITS OR PROCEEDINGS WITH

RESPECT TO THE OBLIGATIONS AND LIABILITIES OF THE BORROWER UNDER, OR ANY OTHER MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR THE LOAN DOCUMENTS OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING IN THE COURTS OF ANY JURISDICTION IN WHICH ANY ASSETS, PROPERTIES OR REVENUES OF THE BORROWER MAY BE FOUND, OR THE RIGHT TO AFFECT SERVICE OF PROCESS IN ANY JURISDICTION IN ANY OTHER MANNER PERMITTED BY LAW. IN ADDITION, THE BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS, SUITS OR PROCEEDINGS BROUGHT IN ANY OF THE COURTS REFERRED TO ABOVE, AND FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY OF THE AFORESAID COURTS HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

22. WAIVER OF JURY TRIAL. THE BORROWER AND THE LENDER HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, OR REMEDY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR UNDER OR IN CONNECTION WITH ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR

THEREWITH OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, AND AGREE THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE TERMS AND PROVISIONS OF THIS SECTION CONSTITUTE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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

THE BRAVER CAPITAL GROUP, LLC

By: [Signature]
Title: PRESIDENT

ATTEST:

By: [Signature]
Title: _____

ACCEPTED AND AGREED TO AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CIB BANK


By: _____
Title: _____

**AFFIDAVIT FOR EXECUTION AND DELIVERY
OF NOTE WITHOUT THE STATE OF FLORIDA**

STATE OF Florida,
CITY OF Orventura, ss:

BEFORE ME, the undersigned Notary Public, duly authorized in the State and City aforesaid to administer oaths and take acknowledgments, personally appeared Skip Braver, to me well known or has produced a Drivers License as identification, who executed the foregoing Note in my presence outside the State of Florida.

May WITNESS my hand and official seal in the State and city aforesaid this 10th day of May, 2002.

J. Frank Del Rossio
Notary Public, State of Florida


Typed, printed or stamped name of Notary
My Commission Expires:
My commission No. is:

THE BRAVER CAPITAL GROUP, LLC

TRADEMARK SECURITY AGREEMENT

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

THE BRAVER CAPITAL GROUP, LLC

By: _____
Title: _____

ATTEST:

By: Patricia A. Hendry
Title: Loan Service Representative

ACCEPTED AND AGREED TO AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CIB BANK

By: Phillip
Title: Senior Vice President

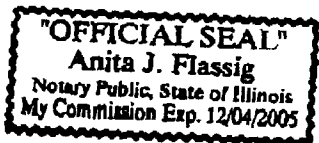
THE BRAVER CAPITAL GROUP, LLC

TRADEMARK SECURITY AGREEMENT

STATE OF ILLINOIS)
)
COUNTY OF WILL)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 16th day of MAY, 2002, personally appeared before me CHRISTINE OBBAGY, the SR. VICE-PRESIDENT of CIB Bank to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that s/he is the SR. VICE PRESIDENT of said corporation and that s/he signed and delivered the same on behalf of said corporation, with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.



Anita J. Flassig
Notary Public
My commission expires: 12-4-05

Schedule A
to
Trademark Security Agreement

**Trademarks and Service Marks, Trademark
and Service Mark Applications and Registrations**

United States

TRADEMARK	REGISTRATION/SERIAL NO.
CIGARETTE	75/890,979
CIGARETTE	75/821,548
CIGARETTE	75/822,016
THE ULTIMATE OFFSHORE STORE	76/182,551
1 WORLD CIGARETTE CRTI RACING TEAM & Design	76/022,394
1 WORLD CHAMPION CIGARETTE RACING TEAM & Design	1,173,121
CIGARETTE	1,200,981
WORLD CHAMPION CIGARETTE RACING TEAM 1 & Design	1,245,373
TOP GUN	2,185,198
CAFERACER & Design	1,520,791
CAFÉ RACER	1,507,022
CAFÉ RACER	1,447,671
FIREFOX	1,397,567
DECATHLON	1,449,571

Foreign

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
Malaysia	1 CIGARETTE WORLD CHAMPION RACING TEAM and ELLIPSE	MA/954/95
Malaysia	1 CIGARETTE WORLD CHAMPION RACING TEAM and ELLIPSE	MA/953/95

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
India	CIGARETTE	442647
Singapore	1 CIGARETTE WORLD CHAMPION RACING TEAM and ELLIPSE	S/736/95
Singapore	CIGARETTE	S\4147\85
Singapore	CIGARETTE LOGO	S\4148\85
Brunei	1 CIGARETTE WORLD CHAMPION RACING TEAM and ELLIPSE	BRU/24549
Colombia	CIGARETTE & DESIGN	
Brazil	CIGARETTE (DEVICE)	813414938
Brazil	CAFÉ RACER	813462088
Brazil	CAFÉ RACER	813462096
Venezuela	CAFÉ RACER	162054 F
Venezuela	CAFÉ RACER	162055 F
Venezuela	CIGARETTE	P-230.667
Venezuela	CIGARETTE (Label)	147332-F
Venezuela	CIGARETTE	147333-F
Venezuela	REVOLUTION 188	163865-F
Spain	CIGARETTE	1116726
Spain	CIGARETTE (DEVICE)	116727
Argentina	1 WORLD CHAMPION CIGARETTE RACING TEAM and LOGO	2198053
China	CIGARETTE LOGO	N/A
Turkey	CIGARETTE	110162
Turkey	CIGARETTE LOGO	112852
Taiwan	CIGARETTE	435474
Taiwan	CIGARETTE LOGO	441271
France	CIGARETTE	96639252
France	CIGARETTE LOGO	96639250
UK	CIGARETTE	1249590
UK	CIGARETTE LOGO	1249591
Norway	CIGARETTE	126508
South Africa	CIGARETTE	89 0438
South Africa	CIGARETTE & DESIGN	89 0439
Benelux	CIGARETTE	942196
Benelux	1 WORLD CHAMPION CIGARETTE RACING TEAM	943585
Macau	CIGARETTE	12 226-M
Mexico	CIGARETTE	254490

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
Mexico	CIGARETTE & DESIGN	254491
New Zealand	CIGARETTE	162173
New Zealand	CIGARETTE LOGO	162174
New Zealand	1 CIGARETTE WORLD CHAMPION RACING TEAM	245097
Portugal	CIGARETTE	231 552
Portugal	1 WORLD CHAMPION CIGARETTE RACING TEAM	231 553
Puerto Rico	CIGARETTE	29,289
Sweden	CIGARETTE	201254
Sweden	1 WORLD CHAMPION CIGARETTE RACING TEAM	202013
Switzerland	CIGARETTE	345135
Switzerland	1 WORLD CHAMPION CIGARETTE RACING TEAM	345224
Monaco	CIGARETTE	R96 17458
Monaco	CIGARETTE (DEVICE)	R96 17459
Australia	CIGARETTE	433630
Australia	1 WORLD CHAMPION CIGARETTE RACING TEAM	433619
Austria	CIGARETTE	111465
Austria	CIGARETTE LOGO	112111
Bahamas	CIGARETTE	11751
Bahamas	CIGARETTE & LOGO	11750
Bahamas	CIGARETTE & LOGO	17112
Canada	CIGARETTE	406676
Canada	1 WORLD CHAMPION CIGARETTE RACING TEAM	408932
Columbia	CIGARETTE	125,208
Columbia	1 WORLD CHAMPION CIGARETTE RACING TEAM	125,727
Denmark	1 WORLD CHAMPION CIGARETTE RACING TEAM	VA1995 02171
Finland	1 WORLD CHAMPION CIGARETTE RACING TEAM	103919
Germany	CIGARETTE	1087181
Germany	1 WORLD CHAMPION CIGARETTE RACING TEAM	1093520
Greece	1 WORLD CHAMPION CIGARETTE RACING TEAM	122919
Hong Kong	CIGARETTE	2416 1985

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
Hong Kong	CIGARETTE	2087 1986
Ireland	CIGARETTE	120,419
Ireland	CIGARETTE & DESIGN	120,420
Israel	CIGARETTE	61,916
Israel	1 WORLD CHAMPION CIGARETTE RACING TEAM	61,915
Italy	CIGARETTE	728,538
Italy	CIGARETTE (Logo)	728,539
Japan	CIGARETTE	2371461
Japan	1 WORLD CHAMPION CIGARETTE RACING TEAM	2371462
South Korea	1 WORLD CHAMPION CIGARETTE RACING TEAM	349255
Thailand	1 WORLD CHAMPION CIGARETTE RACING TEAM	TM43848
CTM	CIGARETTE	1139443
CTM	CIGARETTE & DESIGN	1139476
Lebanon	CIGARETTE	79052
Lebanon	1 WORLD CHAMPION CIGARETTE RACING TEAM	79053
Spain	CIGARETTE	1,116,736
Japan	CIGARETTE	237,1461
Japan	1 WORLD CHAMPION CIGARETTE	237,1462
CTM	OPPOSITION-Cigarette Racing Team Applied by Whole Trade Gall	
Uruguay	OPPOSITION-Cigarette Applied by Planner Team, S.A.	318.733
Argentina	OPPOSITION-Cigarette Applied by Navarrete	2,184,630
Brazil	OPPOSITION-World Champion Cigarette Racing Team, & Cigarette-Applied by Makler Comercio de Calçados	813,414.938

Schedule B
to
Trademark Security Agreement

License Agreements

None.