

07-31-2002

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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Tab settings ⇨⇨⇨ ▼

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

1. Name of conveying party(ies):
Automatic Bar Controls, Inc.

07-25-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution date: July 19, 2002

2. Name and address of receiving party(ies):
Name: American Capital Financial Services, Inc. as
"Agent"

Internal Address: _____
Street Address: 2 Metro Center, Suite 1400
City: Bethesda State: MD Zip: 20814

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

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

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

A. Trademark Application No.(s)
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional number(s) attached Yes No

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

Name: Eric Brotman
Internal Address: Weil, Gotshal & Manges LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): _____ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-0800

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

FINANCE SECTION
 JUL 25 AM 8:09
 RECEIVED
 RECORDS

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.

Phyllis Eremitagio Phyllis Eremitagio July 25, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/31/2002 LNUJELLER 00000048 230800 76331237

01 FC:481 40.00 CH
02 FC:482 25.00 CH

SCHEDULE I

TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE
LIQUORSOFT	US	009; 042;	76/331237 10/29/01
WUNDER-BAR	US	007; 011; 020; 042;	75/942876 03/13/00

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 19, 2002, by ACAS ACQUISITIONS (AUTOMATIC BAR CONTROLS), INC., ("Parent") a Delaware corporation, AUTOMATIC HOLDING CORPORATION, a Delaware corporation ("Holdings"), and AUTOMATIC BAR CONTROLS, INC., a Delaware corporation ("Subsidiary," together with Holdings and Parent, the "Grantors"), to and in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation ("ACFS"), as agent for the Purchasers identified in the Note and Equity Purchase Agreement (the "Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to the Note and Equity Purchase Agreement, the Purchasers have severally agreed to purchase certain Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") and the Grantors are required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, the Grantors hereby agree with the Agent as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral**. The Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby collaterally assign, convey, mortgage, pledge, hypothecate and transfer to the Agent for the benefit of the Purchasers, and grants to the Agent for the benefit of the Purchasers a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantors (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including any claim by the Grantors against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

As used herein, the following terms shall have the following meanings:

“Trademark” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

“Trademark License” means any agreement, whether written or oral, providing for the grant by or to the Grantors of any right to use any Trademark.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACAS ACQUISITIONS (AUTOMATIC
BAR CONTROLS), INC.

By: _____
Richard A, Martindale
President/CEO

AUTOMATIC HOLDING
CORPORATION

By: _____
Richard A, Martindale
President/CEO

AUTOMATIC BAR CONTROLS, INC.

By: _____
Richard A, Martindale
President/CEO

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By: _____
Roland Cline
Principal/ Managing Director

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

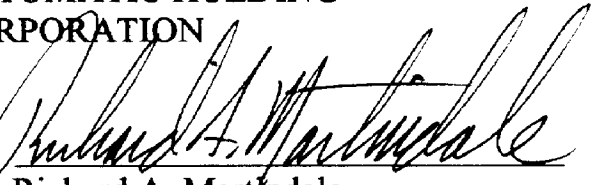
ACAS ACQUISITIONS (AUTOMATIC
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By:


Richard A. Martindale
President/CEO


AUTOMATIC HOLDING
CORPORATION

By:


Richard A. Martindale
President/CEO

AUTOMATIC BAR CONTROLS, INC.

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as Agent

By: 

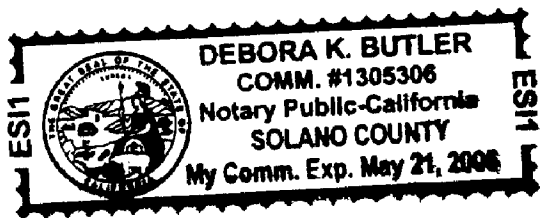
Roland Cline
Principal/ Managing Director

ACKNOWLEDGEMENT OF GRANTOR

STATE OF California)
COUNTY OF Solano) ss.

On this 22 day of July, 2002, before me personally appeared Richard A. Martindale, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ACAS Acquisitions (Automatic Bar Controls), Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Deborah Butler
Notary Public

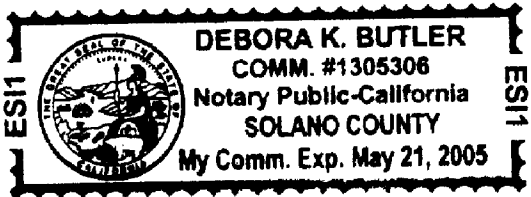


ACKNOWLEDGEMENT OF GRANTOR

STATE OF California)
COUNTY OF Solano) ss.

On this 22 day of July, 2002, before me personally appeared Richard A. Martindale, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Automatic Holding Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Deborah K Butler
Notary Public



ACKNOWLEDGEMENT OF GRANTOR

STATE OF California)
COUNTY OF Solano) ss.

On this 22 day of July, 2002, before me personally appeared Richard A. Martindale, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Automatic Bar Controls, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Deborah K. Butler
Notary Public

