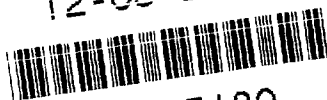




12-09-2002



102305130

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

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

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

1. Name of conveying party(ies):

Global Beverage Marketing Corporation

11-25-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other a Barbados corporation

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

2. Name and address of receiving party(ies)

Name: Labatt Brewing Company Limited

Internal Address: Suite 299

Street Address: 207 Queen's Quay West

City: Toronto Canada State: Zip: M57 1A7

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State a Canadian corporation, 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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 10-31-02

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

A. Trademark Application No.(s) 78/172,279; See Schedule A

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Helen Hill Minsker

Internal Address:

Street Address: 1001 G Street, NW

City: Washington State: DC Zip: 20001

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

19-0733

DO NOT USE THIS SPACE

9. Signature.

Helen Hill Minsker Name of Person Signing

[Signature] Signature

11/25/2002 Date

Total number of pages including cover sheet, attachments, and document: 14

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

12/06/2002 2/06/2002 670N11

00000128 190733 78172279

1 FC: 8521 2 FC: 8522

40.00 CH 225.00 CH

Schedule A

U.S. SERIAL NUMBER 75/869,927 for the mark BEERS.COM

U.S. SERIAL NUMBER 75/869,926 for the mark BEERS.COM

U.S. SERIAL NUMBER 75/869,928 for the mark BEERS.COM

U.S. SERIAL NUMBER 75/942,337 for the mark BEER.COM

U.S. SERIAL NUMBER 75/942,338 for the mark BEER.COM

U.S. SERIAL NUMBER 75/942,336 for the mark BEER.COM

U.S. SERIAL NUMBER 75/942,335 for the mark BEER.COM

U.S. SERIAL NUMBER 75/697,354 for the mark BEER.COM

U.S. SERIAL NUMBER 76/287,081 for the mark BEER.COM THE PARTY STARTS HERE

SECURITY AGREEMENT

THIS AGREEMENT, dated as of October 31st, 2002 between Global Beverage Marketing Corporation, a corporation existing under the laws of Barbados ("Holdco"), with its principal place of business at 48 Par la Ville Road, Suite #537 Hamilton HM11 Bermuda, and Labatt Brewing Company Limited ("Labatt"), with its office at Labatt House, 207 Queen's Quay West, Suite 299, Toronto, Ontario, M5J 1A7.

WHEREAS Holdco and Labatt are parties to a Trade-Mark and Domain Name Assignment Agreement dated as of October 31st, 2002 (as the same may be amended, restated or replaced from time to time, and including all schedules thereto, the "Assignment Agreement"); and

WHEREAS to secure the due payment and performance of the Liabilities, Holdco has agreed to grant to Labatt certain Liens in accordance with the terms of this Agreement;

WITNESSETH THAT, for good and valuable consideration (the receipt and sufficiency of which are acknowledged by Holdco), it is agreed as follows:

1. Definitions. In this Agreement capitalized terms used but not defined herein have the meanings specified in the Assignment Agreement, and the following terms have the meanings set out below:

"Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Collateral and in which Holdco (or any Person on Holdco's behalf) at any time has any right, title or interest.

"Business Day" means any day on which chartered banks are open for their regular business in Toronto, Ontario.

"Collateral" means (i) the Marks and the Names and all copyright therein, (ii) all Applications and all Future Registrations to be obtained therefrom, (iii) all Registrations, (iv) all the goodwill in the Marks and the Names, (v) all right, title and interest of Holdco in and to the contractual and other rights of Holdco to the registrations of the Names, (vi) the Books and Records and (vii) all Proceeds.

"Default" means the occurrence of the Reversion Event specified in paragraph 8.1(e) of the Assignment Agreement or, provided that Labatt has given to Holdco the Notice referred to in section 8.2 of the Assignment Agreement, the occurrence of any other Reversion Event.

“Liabilities” means the obligation of Holdco to validly effect the sales, transfers, assignments and conveyances provided in sections 8.2 and 8.7 of the Assignment Agreement, and to perform its obligations set out in sections 8.3, 8.4 and 8.5 of the Assignment Agreement.

“Lien” means any security interest, mortgage, charge, assignment or other encumbrance of any nature whatsoever.

“Person” means any individual, corporation, trust, partnership, government or other entity.

“PPSA” means the *Personal Property Security Act* (Ontario), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation).

“Proceeds” means property in any form derived directly or indirectly from any sale, exchange, collection, disposition or other dealing with any of the Collateral specified in clauses (i), (ii), (iii), (iv), (v), (vi) or (vii) of the definition thereof or the proceeds therefrom.

“Receiver” means a receiver, a manager or a receiver and manager.

2. Creation of Liens. As general and continuing collateral security for the due payment and performance of the Liabilities, Holdco mortgages and charges to Labatt, and grants to Labatt a security interest in, the Collateral.

3. Attachment. Holdco confirms that value has been given by Labatt to Holdco, and that Holdco and Labatt have not agreed to postpone the time for attachment of any of the Liens created hereby. The Liens created hereby will have effect and be deemed to be effective whether or not the Liabilities or any part thereof are in existence before or after or upon the date of this Agreement.

4. Representations and Warranties. Holdco represents and warrants to Labatt that Holdco’s principal place of business and chief executive office, and the place where it keeps the Books and Records, is at the address specified on the signature page of this Agreement, and its full legal name is specified on the signature page of this Agreement.

5. Covenants. Holdco covenants and agrees with Labatt that:

(a) Books and Records. Holdco will ensure that the Books and Records are accurate and complete.

(b) Receipt of Proceeds. So long as any Default is continuing, all Proceeds received by or on behalf of Holdco, whether or not arising in the ordinary course of Holdco’s business, will be received by Holdco as trustee for Labatt and will be immediately paid to Labatt.

(c) Right of Inspection. Labatt may, upon reasonable notice at any time during normal business hours, without charge, examine and make copies of the Books and Records. Labatt may also, without charge, during normal business hours, enter the premises of Holdco where any of the Collateral is located for the purpose of inspecting the Collateral and observing its use.

(d) Information. Holdco will advise Labatt promptly, in reasonable detail, of (i) any Lien (other than the Liens created hereby) on, or claim asserted against, any of the Collateral, (ii) the occurrence of any event, claim or occurrence that could reasonably be expected to have a material adverse effect on the value of the Collateral or on the Liens created by this Agreement, (iii) any change in the location of any place of business (including additional locations) or the chief executive office of Holdco, (iv) any change in the name of Holdco, (v) any merger or amalgamation of Holdco with any other Person, (vi) any material loss of or damage to any of the Collateral. Holdco agrees not to effect or permit any of the changes referred to in clauses (iii) to (v) above unless all filings have been made and all other actions taken that are required in order for Labatt to continue at all times following such change to have a valid and perfected Lien in respect of all of the Collateral.

6. Rights on Default. If a Default has occurred and is continuing, Labatt may, personally or by agent, at such time or times as Labatt in its discretion may determine, do any one or more of the following, subject however to the rights of Universal Beverage Operating Ltd. under the license agreement contemplated by Section 8.10 of the Assignment Agreement and subject also to Section 8 hereof:

(a) Rights under PPSA, etc. Exercise all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to Labatt at law or in equity.

(b) Take Possession. Enter on any premises where any Collateral is located and take possession of or remove such Collateral.

(c) Deal with Collateral. Hold, retain, licence or otherwise use or permit the use of, any or all of the Collateral for such time and on such terms as Labatt may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person in respect of any of the Collateral.

(d) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of Holdco relative to the Collateral.

(e) Dispose of Collateral. Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, with or

without advertising or other formality, on such terms and conditions as Labatt may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.

(f) Court-Approved Disposition of Collateral. Apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral.

(g) Purchase by Labatt. At any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral offered for sale and, upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to Holdco or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to Labatt, Labatt may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Liabilities then due and payable to it as a credit against the purchase price.

(h) Payment of Debts. Pay any debt secured by any Lien against any Collateral. Holdco will immediately on demand reimburse Labatt for all such payments.

(i) Appoint Receiver. Appoint by instrument in writing one or more Receivers of Holdco or any or all of the Collateral with such rights, powers and authority (including any or all of the rights, powers and authority of Labatt under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable law, any Receiver appointed by Labatt will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of Holdco and not of Labatt.

(j) Court-Appointed Receiver. Apply to a court of competent jurisdiction for the appointment of a Receiver of Holdco or of any or all of the Collateral.

Labatt may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on Holdco or any other Person, and Holdco by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

7. Application of Proceeds. All Proceeds of Collateral received by Labatt or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing Labatt's rights under this Agreement), Liens in favour of Persons other than Labatt having priority over the Liens created hereby, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by Labatt or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Liens on the Collateral

11459964.5

ranking in priority to any of the Liens created hereby, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds shall be applied in payment of Liabilities in the manner determined by Labatt, and thereafter will be accounted for as required by law.

8. Continuing Liability of Holdco; No Further Remedies. Holdco will remain liable for any Liabilities that are outstanding following realization of all or any part of the Collateral and the application of any Proceeds. Notwithstanding the foregoing and notwithstanding any other provision of this Agreement, in the event that the Collateral is validly transferred to Labatt free and clear of any Lien, all remedies of Labatt under this Agreement, including without limitation all rights on Default provided in Section 6 hereof, shall cease forthwith, provided that Holdco will pay on demand, and will indemnify and save Labatt harmless from, any and all liabilities, costs and expenses (including legal fees and expenses on a solicitor and own client basis and any sales, goods and services or other similar taxes payable to any governmental authority with respect to any such liabilities, costs and expenses) (i) incurred by Labatt in the enforcement of this Agreement, or (ii) incurred by Labatt in performing any of the covenants of Holdco under this Agreement; in both cases, only such liabilities, costs and expenses which arise prior to the time of such transfer of the Collateral. It is agreed that the Statement of Charge to be filed pursuant to applicable Barbados law in respect of this Agreement shall provide that the maximum sum deemed to be secured by the charge created hereby is \$5,000,000 and that Holdco shall not be entitled to pay such amount to Labatt (and Labatt shall not be obligated to accept such payment) to satisfy or discharge such Statement of Charge until the Liabilities have been performed in full.

9. Appointment of Labatt as Attorney-in-Fact. Holdco constitutes and appoints Labatt and any officer or agent of Labatt, with full power of substitution, as Holdco's true and lawful attorney-in-fact with full power and authority in the place of Holdco and in the name of Holdco or in its own name, from time to time in Labatt's discretion, so long as any Default has occurred and is continuing, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until the Liabilities have been paid in full and this Agreement is terminated and the Liens created hereby are released. Nothing in this Section affects the right of Labatt as secured party or any other Person on Labatt's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as Labatt or such other Person considers appropriate.

10. Performance by Labatt of Holdco's Obligations. If Holdco fails to perform or comply with any of the obligations of Holdco under this Agreement, Labatt may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of Labatt incurred in connection with any such performance or compliance will be

payable by Holdco to Labatt immediately on demand, and until paid, any such expenses will form part of the Liabilities and will be secured by the Liens created hereby.

11. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. Rights of Labatt; Limitations on Labatt's Obligations.

(a) Limitations on Labatt's Liability. Labatt will not be liable to Holdco or any other Person for any failure or delay in exercising any of the rights of Labatt or Holdco under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to preserve rights against prior parties). Neither Labatt nor any Receiver is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral in its possession. Neither Labatt nor any Receiver will be liable for any, and Holdco will bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of Labatt or any Receiver) caused for any reason other than the gross negligence or willfull misconduct of Labatt or such Receiver.

(b) Holdco Remains Liable under Contracts. Notwithstanding any provision of this Agreement, Holdco will remain liable under each of its contracts relating to the Collateral to observe and perform all the conditions and obligations to be observed and performed by Holdco thereunder, all in accordance with the terms of such contract. Labatt will have no obligation or liability under any such contract by reason of or arising out of this Agreement or the receipt by Labatt of any payment relating to such contract, and in particular (but without limitation), Labatt will not be obligated in any manner to perform any of the obligations of Holdco under or pursuant to any such contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any such contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

13. Dealings by Labatt. Labatt will not be obliged to exhaust its recourse against Holdco or any other Person or against any other security it may hold in respect of any of the Liabilities before Labatt is entitled to realize upon or otherwise deal with the Collateral in such manner as Labatt may consider desirable. Labatt may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with Holdco and any other Person, and during the continuance of any Default with any or all of the Collateral, and with other security and sureties, as it may see fit, all without

prejudice to the Liabilities or to the rights and remedies of Labatt under this Agreement. The powers conferred on Labatt under this Agreement are solely to protect the interests of Labatt in the Collateral and will not impose any duty upon Labatt to exercise any such powers.

14. Communications. Any notice or communication to be given hereunder may be effectively given in the manner prescribed by the Assignment Agreement.

15. Waivers, Amendments and Indemnity. To the extent permitted by applicable law, Holdco unconditionally and irrevocably waives all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Labatt. Labatt will not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Labatt, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Labatt of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which Labatt would otherwise have on any future occasion. Neither the taking of any judgement nor the exercise of any power of seizure or sale will extinguish the liability of Holdco to pay the Liabilities, nor will the same operate as a merger or any covenant contained in this Agreement or of any other liability, nor will the acceptance of any payment or other security constitute or create any novation. Holdco agrees to indemnify Labatt from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever (except by reason of the gross negligence or wilfull misconduct of Labatt or any of its agents or employees) which may be imposed on, incurred by, or asserted against any of Labatt and arising by reason of any action (including any action referred to in this Agreement) or inaction or omission to do any act legally required by Holdco. This indemnification will survive the satisfaction, release or extinguishment of the Liabilities and the Liens created hereby.

16. Interpretation. The division of this Agreement into Sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.


17. Governing Law. This Agreement shall be governed by the internal domestic laws of the Province of Ontario. The parties irrevocably attorn to the exclusive jurisdiction of the courts in the Province of Ontario and hereby waive and agree not to assert, by way of motion, as a defence or otherwise, in any suit, action or other proceeding arising out of this Agreement, the

subject matter hereof or any of the transactions contemplated hereby, brought by any party or its successors or permitted assigns, in an appropriate court in the Province of Ontario, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement, or the subject matter hereof or any of the transactions contemplated hereby, may not be enforced in or by such courts. For the purposes of this Agreement, service of process on Holdco shall be given by (i) personal delivery or registered mail to 48 Par la Ville Road, Suite 537, Hamilton HM11, Bermuda, Attention: Mr. Ed Sylvester, Chief Executive Officer or (ii) facsimile sent to fax number 441-293-6728 to the attention of Mr. Ed Sylvester, Chief Executive Officer.

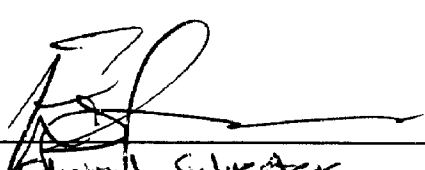
18. Binding Nature. This Agreement shall extend to and enure to the benefit of Labatt and its successors and assigns and shall be binding on Holdco and its successors.

19. Acknowledgement of Receipt; Waiver. Holdco acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

GLOBAL BEVERAGE MARKETING CORPORATION

by: 
name: Paven R. Bratch
title: First Vice-President

c/s

by: 
name: Edward Sylvester
title: President

TRADEMARK ASSIGNMENT

WHEREAS, Beer.com Inc., a corporation of Ontario, Canada, with its principal place of business at 207 Queen's Quay West, Toronto, Ontario Canada M5J 1A7 (hereinafter "ASSIGNOR") owns and is using the mark THE PARTY STARTS HERE, reflected in U.S. Service Mark Application Serial No. 78/172,279 (hereinafter "Mark"); and

WHEREAS, Global Beverage Marketing Corporation, a corporation of Barbados, with its principal place of business at 48 Par la Ville Road, Suite 537 Hamilton HM11, Bermuda (hereinafter "ASSIGNEE"), desires to acquire the Mark reflected in the pending U.S. Application together with the goodwill of the business associated with the Mark;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all right, title and interest in and to the Mark and the pending application at the U.S. Patent and Trademark Office together with the goodwill of the business for which Assignor uses the Mark.

Beer.com Inc.

October 31, 2002

By: _____

Title: _____


President

TRADEMARK ASSIGNMENT

WHEREAS, Beer.Com Inc., a corporation of Ontario, Canada, with its principal place of business at 207 Queen's Quay West, Toronto, Ontario Canada M5J 1A7 (hereinafter "ASSIGNOR") owns the marks and United States trademark applications listed below (hereinafter "the Marks"):

UNITED STATES SERIAL NUMBER 75/869,927 for the mark BEERS.COM

UNITED STATES SERIAL NUMBER 75/869,926 for the mark BEERS.COM

UNITED STATES SERIAL NUMBER 75/869,928 for the mark BEERS.COM

WHEREAS, ASSIGNOR has applied to register the Marks on the Principal Register of the United States Patent and Trademark Office based on Section 44 of the Trademark Act, including the required assertion of ASSIGNOR'S *bona fide* intent to use the Marks in commerce in connection with all of the goods and services listed in the applications;

WHEREAS, Global Beverage Marketing Corporation, a corporation of Barbados, with its principal place of business at 48 Par la Ville Road, Suite 537 Hamilton HM11, Bermuda (hereinafter "ASSIGNEE"), desires to acquire the Marks, the applications therefor, and the goodwill of the business symbolized by the Marks;

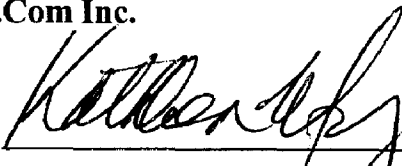
NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all right, title and interest in and to the Marks and the pending Applications therefor, together with the goodwill of said business for which ASSIGNOR has a bona fide intention to use the Marks.

Beer.Com Inc.

October 21, 2002

By:

Title:



Assistant Secretary

TRADEMARK ASSIGNMENT

WHEREAS, Beer.com Inc., a corporation of Ontario, Canada, with its principal place of business at 207 Queen's Quay West, Toronto, Ontario Canada M5J 1A7 (hereinafter "ASSIGNOR") owns and has a bona fide intent to use, and is using the marks, BEER.COM and BEER.COM THE PARTY STARTS HERE, (listed below and hereinafter "the Marks") in:

UNITED STATES SERIAL NUMBER 75/942,337 for the mark BEER.COM
 UNITED STATES SERIAL NUMBER 75/942,338 for the mark BEER.COM
 UNITED STATES SERIAL NUMBER 75/942,336 for the mark BEER.COM
 UNITED STATES SERIAL NUMBER 75/942,335 for the mark BEER.COM
 UNITED STATES SERIAL NUMBER 75/697,354 for the mark BEER.COM
 UNITED STATES SERIAL NUMBER 76/287,081 for the mark BEER.COM THE
 PARTY STARTS HERE

WHEREAS, ASSIGNOR has applied to register the Marks on the Principal Register of the United States Patent and Trademark office based on ASSIGNOR'S *bona fide* intent to use the Marks in commerce in connection with identified goods and services and ASSIGNOR has filed with the U.S. Patent and Trademark Office Amendments to Allege Use in each of these pending Applications together with the required number of specimens of use and dates of first use and first use in commerce regulated by the U.S. Congress;

WHEREAS, Global Beverage Marketing Corporation, a corporation of Barbados, with its principal place of business at 48 Par la Ville Road, Suite 537 Hamilton HM11, Bermuda (hereinafter "ASSIGNEE"), desires to acquire the Marks reflected in the pending U.S. Applications together with the goodwill of the business associated with the Marks;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE all right, title and interest in and to the Marks and the pending Applications therefor, together with the goodwill of said business for which ASSIGNOR uses the Marks.

Beer.com Inc.

October 31, 2002

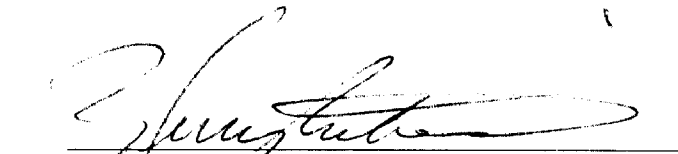
By: 

Title: Assistant Secretary

C A N A D A)
)
PROVINCE OF ONTARIO)
)
JUDICIAL DISTRICT OF YORK)
)
)
TO WIT:)

I, HENRY BERTOSSI, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in the City of Toronto, in the Municipality of Metropolitan Toronto in the said Province DO HEREBY CERTIFY that the Security Agreement hereto annexed, the first page of which is stamped with an impression of my seal, is a true and correct photostatic copy of a document produced and shown to me out of the custody of Blake, Cassels & Graydon LLP and purporting to be the original Security Agreement dated October 31, 2002 executed by Global Beverage Marketing Corporation in favour of Labatt Brewing Company Limited, the said photostatic copy having been compared by me with the said original Security Agreement an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

DATED at Toronto this 6th day of November, 2002.


A Notary Public in and for the
Province of Ontario