

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
Good-O Beverage Company

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

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

2. Name and address of receiving party(ies)
Name: Chatham Imports, Inc.
Internal Address: _____
Street Address: 257 Park Avenue South
City: New York State: NY Zip: 10010

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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: 09/01/2002

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

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 998784 1206784
 1231282 1407891 1446698 1420362

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James Walsh
Internal Address: Arnold & Porter

Street Address: 555 Twelfth Street, N.W.

City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 240.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502387

DO NOT USE THIS SPACE

9. Signature.
James Walsh
Name of Person Signing


Signature

May 19, 2003
Date

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

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

ADDITIONAL TRADEMARK REGISTRATIONS

1532287

1566251

2072065

LIEN AND SECURITY INTEREST IN TRADEMARKS

1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Good-O Beverage Company ("Debtor") and its successors and assigns hereby hypothecates and conveys to Chatham Imports, Inc. ("Secured Party"), and grants to Secured Party, a first priority lien and continuing security interest in and to the following property (collectively, the "Collateral"):

- (a) all and any trademarks, trade names, trade dress incorporating the words "Old Tyme" and variations thereof owned on September 1, 2002 or at any time by Secured Party and used in the soft drink beverage field as listed in Exhibit A to this Lien and Security Interest in Trademarks, which is incorporated herein by reference (the "Old Tyme Trademarks"), and any and all trademarks that include any portion or variation of the Old Tyme Trademarks including, but not limited to, the words "Old Tyme," the pirate design as well as the ship design used on the Old Tyme Cola Champagne label, and
- (b) any causes of action for infringement or misappropriation thereof, and
- (c) all accompanying goodwill, and
- (d) the Settlement Agreement, dated August 6, 1987, relating to the Old Tyme Trademarks and entered into by and between Secured Party's predecessor-in-interest, Old Tyme Soft Drinks, Inc. and Roundy's, Inc.

2. Debtor shall retain all of its right, title, and interest in and to the Collateral (other than the first priority lien and continuing security interest granted hereby) and shall have the right to use and license the Collateral in the ordinary course of its business, subject to the terms and conditions of the Agreement (as defined in Section 3 below), including any remedies provided upon default set forth therein. Notwithstanding the foregoing, Debtor shall not take any actions inconsistent with its obligations under the Agreement.

3. This Lien and Security Interest in Trademarks (i) is being entered into in order to secure obligations agreed to be performed by Debtor pursuant to that certain written agreement by and between Debtor and Secured Party that became effective as of September 1, 2002 (the "Agreement"); and (ii) is subject to all of the terms and conditions of such Agreement.

IN WITNESS WHEREOF, this Lien and Security Interest in Trademarks is effective as of the 1st day of September, 2002.

GOOD-O BEVERAGE COMPANY

CHATHAM IMPORTS, INC.

By: Shirley Harold Hall

By: Thom J. Smith

Title: President

Title: Secretary - Treasurer

lien and security interest.DOC

TRADEMARK
REEL: 002652 FRAME: 0725

ACKNOWLEDGEMENT

California
STATE OF ~~NEW YORK~~)
) SS.

On May 8th, 2003 before me, Fahimeh Zomorodian, Notary Public, personally appeared Shirley Honickman Hahn personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as _____ of Good-O Beverage Company, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC
State of ~~New York~~ California

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS.

On May 12th, 2003 before me, JOANNE S. RENNE, Notary Public, personally appeared FLORA DURANTE personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as SECRETARY-TREASURER of Chatham Imports, Inc., and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JOANNE S. RENNE
Notary Public, State of New York
No. 24-4503902
Qualified in Kings County
Commission Expires June 30, 2003

[Signature]
NOTARY PUBLIC
State of New York

