

01-23-2003



To the Honorable Commissioner of

102345297

1 original documents or copy thereof.

1. Name of conveying party(ies):
Topsville, Inc.

1-2-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Florida Corp.

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

3. Nature of conveyance:

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

Execution Date: 12/23/2002

2. Name and address of receiving party(ies)

Name: Hudson United Bank

Internal

Address:

Street Address: 1000 Macarthur Blvd.

City: Mahwah State: NJ Zip: 07430

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other commercial bank

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 FEE RECEIVED
2003 JAN -2 P
US PATENT & TRADEMARK OFFICE

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,990,466 1,591,085 & 1,561,078

Additional number(s) attached Yes No

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

Name: Tonya Chapplo

Internal Address: Csc

Street Address: 80 State Street

City: Albany State: NY Zip: 12205

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Tonya Chapplo
Name of Person Signing

T. Chapplo
Signature

12/30/2002
Date

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521 40.00 00
02 FC:8522 50.00 00

DD

SCHEDULE B

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY)
): ss.:
COUNTY OF PASSAIC)

KNOW ALL MEN BY THESE PRESENTS, that TOPSVILLE, INC., a Florida corporation with its principal place of business at 11800 NW 102 Road, Medley, Florida 33178 (hereinafter, the "Borrower"), pursuant to a Confirmatory Trademark Security Agreement, dated the date hereof (the "Agreement"), hereby constitutes and appoints HUDSON UNITED BANK, a commercial bank organized under the laws of the State of New Jersey with offices located at 1000 MacArthur Boulevard, Mahwah, New Jersey 07430 (hereinafter, the "Bank"), as its true and lawful attorney-in-fact, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at any time and from time to time after the occurrence and during the continuance of an Event of Default, and subject to the other terms and conditions of the Loan Agreement, the Security Agreement and the other Loan Documents (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement):

1. Assign, sell or otherwise dispose of all right, title and interest in and to the trademarks, trademark registrations and applications of the Borrower listed on Schedule A of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the trademarks, trademark registrations and applications of the Borrower listed on **Schedule A** of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, as the Bank may in its sole discretion determine to be necessary.

This power of attorney is made pursuant to the Agreement, dated the date hereof, between Borrower and Bank (i) is coupled with an interest and (ii) shall be irrevocable for the term of this Agreement and thereafter as long as any obligations shall be outstanding under the Loan Agreement and the Security Agreement and the termination of the Loan Agreement.

TOPSVILLE, INC.,
a Florida corporation

By: _____
Print Name: Anthony Christon
Print Title: Chief Financial Officer

STATE OF NEW JERSEY)
): ss.:
COUNTY OF PASSAIC)

On the 23rd day of December 2002 before me personally came ANTHONY CHRISTON, to me known, who, being by me duly sworn, did depose and say that he resides at 30 West 86th Street, New York, New York 10024; that he is the Chief Financial Officer of TOPSVILLE, INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Notary Public

{000294 - 00284 / 00071877.DOC;1}
12/23/02 11:24 AM

TRADEMARK
REEL: 002654 FRAME: 0127

Confirmatory Trademark Security Agreement

BETWEEN

TOPSVILLE, INC., as Borrower

AND

HUDSON UNITED BANK, as Secured Party

This Confirmatory Trademark Security Agreement, made this 23rd day of December 2002 (as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, this "Agreement"), by and between TOPSVILLE, INC., a Florida corporation with its principal place of business at 11800 NW 102 Road, Medley, Florida 33178 (hereinafter the "Borrower"), and HUDSON UNITED BANK, a commercial bank organized under the laws of the State of New Jersey with offices located at 1000 MacArthur Boulevard, Mahwah, New Jersey 07430 (hereinafter the "Bank").

W I T N E S S E T H:

The Borrower is a party to a Revolving Loan Agreement dated the date hereof with the Bank (as the same may be supplemented, modified, amended or restated from time to time, the "Loan Agreement") and a General Security Agreement dated the date hereof in favor of the Bank (as the same may be supplemented, modified, amended or restated from time to time, the "Security Agreement"), pursuant to which, among other things, in order to secure all of the Borrower's Obligations as defined in the Loan Agreement, the Borrower pledged and granted to the Bank a present and continuing lien and security interest in and to (among other things), any and all of the Borrower's present and future general intangibles, including, without limitation, the Trademarks (as hereinafter defined).

The Borrower and the Bank have entered into this Agreement and the Borrower has signed a Special Power of Attorney, which is attached hereto as **Schedule B**, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Borrower, the Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to the Bank, and grants to the Bank, a present and continuing lien and security interest in and to any and all of the trademarks, trademark registrations and applications of the Borrower listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof

(whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, in each case whether now existing or hereafter acquired or created, whether owned, individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as, the "Trademarks").

The Borrower hereby authorizes the Bank to modify this Agreement (without the signature of the Borrower) by amending **Schedule A** hereto to include any and all future trademarks and trademark registrations, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Security Agreement, whenever acquired or created.

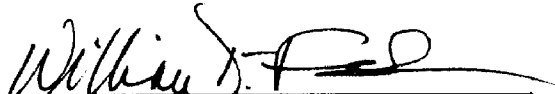
This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement, the Security Agreement and the other Loan Documents (as defined in the Loan Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement, the Security Agreement and the other Loan Documents, and the Bank shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of the Bank's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Loan Agreement, the Security Agreement, any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Bank may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement, the Security Agreement and other Loan Documents and the termination of the Loan Agreement, and may be terminated, modified, amended or restated only in a document executed by the Bank and the Borrower.

[Signature Page follows]


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

WITNESS:

TOPSVILLE, INC.

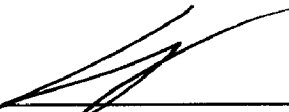


William D. Freedman

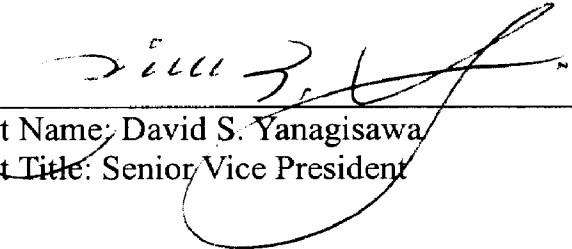
By: 

Print Name: Anthony Christon
Print Title: Chief Financial Officer

HUDSON UNITED BANK



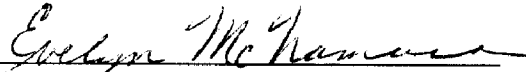
Clinton A. Poff

By: 

Print Name: David S. Yanagisawa
Print Title: Senior Vice President

STATE OF NEW JERSEY)
): ss.:
COUNTY OF PASSAIC)

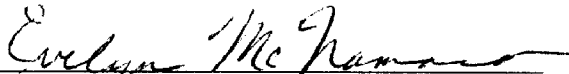
On the 23rd day of December 2002 before me personally came ANTHONY CHRISTON, to me known, who, being by me duly sworn, did depose and say that he resides at 30 West 86th Street, New York, New York 10024; that he is the Chief Financial Officer of TOPSVILLE, INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Notary Public
EVELYN McNAMARA
A Notary Public of New Jersey
My Commission Expires June 29, 2005

STATE OF NEW JERSEY)
): ss.:
COUNTY OF PASSAIC)

On the 23rd day of December 2002 before me personally came DAVID S. YANAGISAWA to me known, who, being by me duly sworn, did depose and say that he resides at 26 Cole Street, Dumont, New Jersey 07628; that he is a Senior Vice President of HUDSON UNITED BANK, the bank described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said commercial bank.



Notary Public
EVELYN McNAMARA
A Notary Public of New Jersey
My Commission Expires June 29, 2005

SCHEDULE A

<u>Trademark</u>	<u>Application/Registration No.</u>
LIMITED QUANTITIES	1,990,466
MINIVILLE	1,591,085
TOPSVILLE	1,561,078

{000294 - 00284 / 00071877.DOC;1}
12/23/02 11:24 AM

RECORDED: 01/02/2003

**TRADEMARK
REEL: 002654 FRAME: 0132**