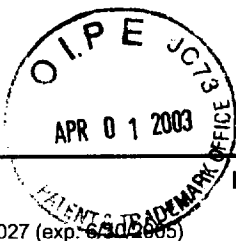


05-12-2003



102445604



Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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): 4-1-03
 Damian's Enterprises, Inc.

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: Damian's Frosted Fruit U.S.A., Inc.
 Internal Address: 4630 Whisper Way
 Street Address: _____
 City: Pensacola State: FL Zip: 32504

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Florida
 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 License Agreement
 Execution Date: March 24, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2057103
~~2047541~~

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Damian's Frosted Fruit U.S.A., Inc.
 Internal Address: 4630 Whisper Way
 Street Address: _____
 City: Pensacola State: FL Zip: 32504

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

Anthony Jacobs, President [Signature] 3/24/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

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

05/09/2003 J1ALLAN2 00000011 2057103

01 FC:0521
02 FC:0522

40.00 OP
25.00 OP

Refund Ref: 05/09/2003 J1ALLAN2 000126967

CHECK Refund Totals \$30.00

TRADEMARK
REEL: 002730 FRAME: 0311

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is by and between DAMIAN'S ENTERPRISES, INC., a Florida corporation, ("Seller"), and DAMIAN'S FROSTED FRUIT U.S.A., INC., a Florida corporation ("Buyer"), and is executed this 24th day of March, 2003 (hereinafter the "Effective Date").

WHEREAS, Seller currently owns all trademarks used in connection with its business, including without limitation, the business of manufacturing, selling and distributing frozen drinks in Lemon, Strawberry, Orange, Grape, Blue Raspberry, and Kiwi flavors, and all other frozen drink flavors (collectively the "Slush Drinks"); and

WHEREAS, Seller has sold and assigned to Buyer certain assets relating to the Slush Drinks, all as specifically set forth in that Sale and Assignment Agreement of even date herewith, by and between Seller, Chris Lewis, Buyer, Sigurd Lee and Anthony Jacobs, as said agreement may be subsequently modified and amended (collectively the "Sales Agreement"); and

WHEREAS, pursuant to the Sales Agreement, Seller agreed to grant Buyer a license in and to Seller's proprietary formula for the Slush Drinks (hereinafter "Formula"), and to certain trademarks owned and/or used by Seller (collectively the "Trademarks"), including without limitation, that certain Trademark registered on April 29, 1997 with the United States Patent and Trademark Office, and identified as Trademark No. 75076862, Registration No. 2057103 and Trademark Serial No. 75-076,861, Registration No. 2,047,541 (the "Federal Trademark").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

1. Seller hereby grants Buyer:

a. the exclusive right to use the Trademarks in connection with the Slush Drinks in the Designated Geographic Area (as defined *infra* in Section 2), subject to the rights of Seller, as set forth in Section 2(b) below, and in all advertising and promotion for those goods and services, provided that Buyer offers the Slush Drinks in compliance with the standards, specifications, directions, information and know-how supplied by Seller, subject to certain rights of Buyer as set forth in this Agreement; and

b. the exclusive right to use the Formula to produce the Slush Drinks in the Designated Geographic Area (as defined in Section 2), provided that Buyer produces the Slush Drinks in compliance with the standards, specifications, directions, information and know-how supplied by Seller, subject to certain rights of Buyer as set forth in this Agreement.

2. For all purposes as set forth in this Agreement:

a. "Designated Geographic Area" shall mean all counties and states in the United States, except for the customers and areas served pursuant to the contract described in paragraph 2(b) below, and the counties specifically set forth in paragraph 2(b) below.

b. Sellers (and their successors and assigns) remain fully authorized, and are permitted, to: i) Sell Slush Drinks pursuant to that certain Agreement dated February 16, 2002 by and between Janice A. Young and Mike W. Young and Damian's of Southeast, Inc.

(including all Exhibits"), as said agreement is modified, replaced, rewritten assigned and/or supplemented, and which agreement is attached as Exhibit "B" to the Sales Agreement, so long as said assignment and modification does not enlarge the rights to sell the Slush Drinks beyond the rights set forth in said contract. Accordingly, if the contract with Damian's of Southeast is terminated, for any reason, Seller still retains the right to sell the Slush Drinks for the special events and customers as generally described in the contract attached as Exhibit "B", and Buyer has no rights relating to these special events or customers; and ii) sell Slush Drinks in the following counties: Mobile and Baldwin Counties in Alabama; Escambia, Bay, Franklin, Santa Rosa, Jackson, Wakulla, Okaloosa, Calhoun, Leon, Walton, Gulf, Jefferson, Holmes, Gadsden, Taylor, Washington, Liberty, Madison, Suwanee, Hamilton, and Columbia Counties in Florida, Harrison and Jackson Counties in Mississippi and Lowndes County in Georgia. Sellers may also sell any other products and goods in all geographic areas, including without limitation, the Designated Geographic Area. (The special events, areas and customers described in this paragraph are hereinafter collectively the "Sellers Retained Area".)

3. Buyer agrees to use the Trademarks and Formula only in connection with the sale and marketing of Slush Drinks in the Designated Geographic Areas, in compliance with the standards, specifications, directions, information and know-how supplied by Seller.

4. Buyer agrees to comply with any requirements established by Buyer concerning the style, design, display and use of the Trademark; to correctly use the trademark symbol TM or registration symbol ® with every use of the Trademark from Seller and to submit in advance of its use all advertising copy, labels, stickers, or packaging to Seller for approval, as set forth in this Agreement.

a. Seller hereby agrees that it will not materially change, alter or modify the Trademark, in any way, without the written consent of Buyer, which consent shall not be unreasonably withheld.

b. Seller hereby agrees that provided Buyer uses advertising copy, labels, stickers, or packaging in a method substantially similar to said copy, labels, stickers, or packaging used by Seller, Seller's prior written approval is not required. For any other approvals required by Seller, said approvals shall be granted only with the consent of Seller, which consent shall not be unreasonably withheld.

5. Buyer agrees to submit to Seller from time to time and to permit Seller or its duly authorized representative the right to inspect the Slush Drinks, advertising, etc. relating to the Slush Drinks or otherwise described in this Agreement.

6. When requested, Buyer agrees to send samples of advertising and promotional materials, as well as goods and promotional and advertising materials bearing or sold under the Trademark and any other documents which may permit Seller to determine whether the Slush Drinks meet the standards, specifications and directions approved by Seller.

7. Buyer agrees that ownership of the Trademarks and Formula and the goodwill relating thereto shall remain vested in Seller both during the period of this Agreement and thereafter, and Buyer further agrees never to challenge, contest or question the validity of Seller's ownership of the Trademarks or any registrations thereof by Seller, or Seller's ownership of the Formula.

8. Buyer agrees to inform Seller of the use of any marks similar to the Trademarks and any potential infringements of Seller's Trademarks or Formula which comes to its attention.

9. Seller and Buyer will use their best efforts to comply with all laws applicable to Seller's and Buyer's respective businesses and operations as related to the Trademarks, Formula and the Slush Drinks, other than laws the noncompliance with which would not have a material adverse effect on same. Seller and Buyer shall also take all steps required to ensure that any licensee of Seller and/or Buyer also complies with applicable law, to ensure that the Trademarks, Formula and Slush Drinks (and any proprietary information and/or trade secrets relating thereto) are not adversely affected.

a. Seller and Buyer shall maintain the confidentiality of the Formula, and all proprietary information and trade secrets relating to said Formula.

b. Buyer agrees that the Slush Drinks shall be manufactured, sold and distributed in accordance with all applicable federal, state and local laws, and that the manufacture, sale and distribution shall not reflect adversely upon the good name of Seller or Buyer the Slush Drinks or the Trademark.

c. Buyer hereby agrees to use the same manufacturer as Seller to produce the product required for the Slush Drinks, and to use the same vendor as Seller for the purchase of the equipment and machines used to produce the Slush Drinks. This provision applies not only to Buyer, but to any and all of respective licensees and customers of both Buyer and Seller. Notwithstanding this provision, if Buyer chooses to use another manufacturer or vendor, then Buyer may use said manufacturer or vendor: i) if Buyer demonstrates that said manufacturer and vendor delivers the same Slush Drink as produced by the current manufacturer and vendors; and ii) Seller consents in writing, which consent shall not be unreasonably withheld.

d. Buyer agrees it will use only flavors of the Slush Drink which currently exist. However, if Buyer develops (at its expense) additional flavors, then said flavors may be used upon the written consent of Seller, which consent shall not be unreasonably withheld. Upon development of additional flavors by Buyer, Seller shall also be entitled to sell said additional flavors.

10. In the event Buyer is named as defendant in any action based on its use of the Trademarks or Formula, Buyer agrees to immediately notify Seller and Seller shall have the right to intervene in any such action and to control and direct the defense thereof, including the right to select defense counsel, provided that in the event Seller chooses to exercise control, it agrees to reimburse Buyer for the cost of its defense and to indemnify it against all damages arising therefrom, provided that Buyer has complied with all of its obligations under this Agreement and the Sales Agreement.

11. The term of the license hereby granted shall be effective from the date of execution hereof and shall continue indefinitely in the following manner, unless this Agreement is terminated pursuant to Section 12. The initial term of this Agreement shall be for fifty (50) years, following which the term may be automatically renewed from year to year upon all of the terms and conditions contained herein, upon December 31 of each year.

12. Except as otherwise provided herein, this Agreement may only be terminated by: i) written agreement of both parties signed by their officers or representatives, or ii) a final judicial determination that Buyer has materially breached the terms and conditions of this Agreement.

This Agreement shall terminate automatically if Buyer makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs or if Buyer is adjudged in any legal proceeding to be in either a voluntary or involuntary bankruptcy, then all rights granted herein shall forthwith cease and terminate without the prior notice or legal action by Seller.

13. Buyer's consideration for the rights set forth in this Agreement have been satisfied for the purchase price and other consideration, all as more specifically set forth in the Sales Agreement. No additional royalties or charges shall be due to Seller for Buyer's use of the Trademarks and Formula.

14. Buyer may sublicense any of its rights set forth herein, provided written notice is provided to Seller, and Seller grants his consent, which consent may not be unreasonably withheld.

15. This Agreement may be assigned by Seller and/or Buyer, with the written consent of the other party, which consent may not be unreasonably withheld.

16. Buyer agrees to hold Seller harmless against any claims, suits or damages arising out of the use by Buyer of the Trademarks or Formula in violation of this Agreement or the Sales Agreement, provided that prompt notice is given to Seller of any such claim or suit. Seller agrees to hold Buyer harmless against any claims, suits or damages arising out of the use by Seller of the Trademarks or Formula in violation of this Agreement or the Sales Agreement, provided that prompt notice is given to Buyer of any such claim or suit.

17. Seller assumes no liability to Buyer or to any third parties with respect to the quality, performance or characteristics of any of the Slush Drinks or other goods manufactured or sold by Buyer under the Trademarks and/or Formula. Buyer will indemnify, defend and hold Seller harmless against any and all damages, liabilities, attorney's fees or costs incurred by Seller in defending against any third-party claims or threats of claims arising from the business or products of Buyer, or Buyer's use of the Trademarks. Seller may, at its own expense, appear through counsel of its own choosing.

18. Buyer assumes no liability to Seller or to any third parties with respect to the quality, performance or characteristics of any of the Slush Drinks or other goods manufactured or sold by Seller under the Trademarks and/or Formula. Seller will indemnify, defend and hold Buyer harmless against any and all damages, liabilities, attorney's fees or costs incurred by Buyer in defending against any third-party claims or threats of claims arising from the business or products of Seller, or Seller's use of the Trademarks. Buyer may, at its own expense, appear through counsel of its own choosing.

19. This Agreement creates no agency relationship between the parties hereto, and nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and neither Seller nor Buyer shall have the power to bind or obligate the other, in any manner whatsoever.

20. If Seller sells its rights to manufacture, sell and distribute the Slush Drinks in the Seller's Retained Area, and said sale includes the sale of the Trademark and/or Formula, then Buyer shall have a right of first refusal to purchase the Trademarks and Formula, in consideration for extending Seller a perpetual license to use the Trademarks and Formula, which license shall be substantially similar to this Agreement. If Seller contracts to sell the Trademarks and/or

Formula, then: i) Seller shall give Buyer 15 days written notice of said sale; and ii) Buyer shall have 15 days from receipt of Seller's notice of sale to purchase the Trademarks and Formula and to grant Seller (and its successors and assigns) a license agreement substantially similar to this Agreement; and iii) any sale of the Trademark and Formula shall be subject to this Agreement, and any License Agreement granted in favor of Seller; and iv) the granting of the License Agreement in favor of Seller shall be the only consideration required for the transfer of the Trademarks to Buyer. If Buyer exercises his rights hereunder, Buyer shall be responsible for Seller's and Buyer's attorneys fees to effect such a transfer.

21. Buyer shall also have the right to purchase the Trademarks and Formula: i) if Seller makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs or if Seller is adjudged in any legal proceeding to be in either a voluntary or involuntary bankruptcy, provided Buyer extends to Seller (and its successors and assigns) a perpetual license to use the Trademarks and Formula, which license shall be substantially similar to this Agreement; and ii) upon a final judicial determination that Seller has materially breached the terms and conditions of this Agreement. If Buyer exercises his rights hereunder, Buyer shall be responsible for Seller's and Buyer's attorneys fees to effect such a transfer.

22. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

23. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. This Agreement shall be binding on, and shall inure to the benefits of, the parties to it and their respective heirs, legal representatives, successors, and assigns. Accordingly, any sale, assignment, pledge or other encumbrance is specifically subject to the terms and conditions of this Agreement.

25. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the fourth day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller: Damians Enterprises, Inc.
 411 North Davis Highway
 Pensacola, Florida 32503
 Att'n: Anthony Jacobs

To Buyer: Damian's Frosted Fruit U.S.A., Inc.
 4630 Whisper Way
 Pensacola, Florida 32504
 Att'n: Christopher D. Lewis


Any party may change its address for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.


26. This Agreement and the transactions contemplated hereby shall be governed by and construed by and enforced in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

27. Buyer and Seller hereby agree that if any dispute relating or pertaining to this Agreement arises, then Buyer and Seller hereby agree that any action or proceeding arising out of or brought to enforce the provisions of this Agreement shall be brought exclusively in the state or federal courts of Florida with jurisdiction over Escambia County, Florida.


28. If Buyer or Seller materially defaults in the due and timely performance of any of its agreements under this Agreement, the non-defaulting party may proceed at law or in equity to pursue specific performance of this Agreement or for damages. In the event of any litigation the prevailing party shall be entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year below written.

(1) 
Printed Name: Tawana Spencer

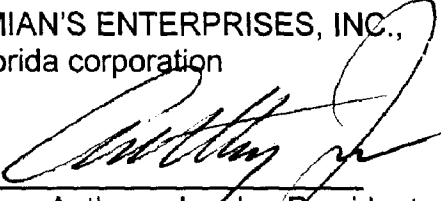
(2) 
Printed Name: STEVEN E. LEE

(1) 
Printed Name: Michael D. Tidwell

(2) 
Printed Name: Tawana Spencer

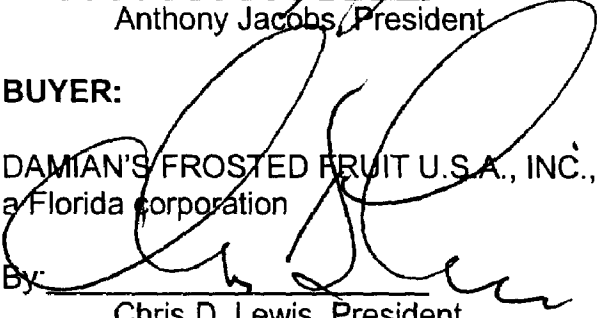
SELLER:

DAMIAN'S ENTERPRISES, INC.,
a Florida corporation

By: 
Anthony Jacobs, President

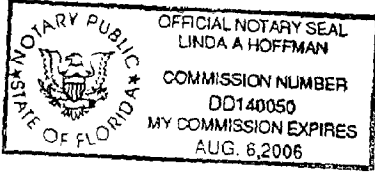
BUYER:

DAMIAN'S FROSTED FRUIT U.S.A., INC.,
a Florida corporation

By: 
Chris D. Lewis, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

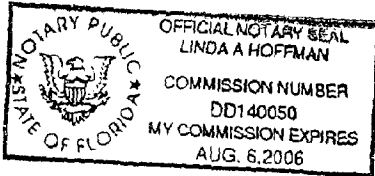
The foregoing instrument was acknowledged before me this 24th day of March, 2003, by Anthony Jacobs, as President of Damian's Enterprises, Inc., () who is personally known to me or () who has produced _____ as identification and who did not take an oath.



Linda A Hoffman (SEAL)
Printed name: _____
Notary Public - State of _____
My commission expires: _____
Commission number: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of March, 2003, by Chris Lewis, as President of ~~Damian's Frosted Fruit U.S.A., Inc., a Fla. corp on behalf of said corporation,~~ () who is personally known to me or () who has produced a Florida driver license as identification and who did not take an oath.



Linda A Hoffman (SEAL)
Printed name: _____
Notary Public - State of _____
My commission expires: _____
Commission number: _____

U:\LAH\Jerry Brown\Damians\license 02- 032103.doc