

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

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):

In Zone Brands, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Amendment to Security Agreement
- Change of Name
- Other _____

Execution Date: December 30, 2003

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association, as agent

Internal

Address: _____

Street Address: 201 South Tryon Street, Suite 900

City: Charlotte State: NC Zip: 28202

- Individual(s) citizenship _____
- Association national banking association
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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)

Please see attached Schedule A.

B. Trademark Registration No.(s)

Please see attached Schedule A.

Additional number(s) attached Yes No

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

Name: Steven L. Schaaf

Internal Address: Parker, Hudson, Rainer

& Dobbs LLP

Street Address: 1500 Marquis Two Tower

285 Peachtree Center Avenue, N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: _____

12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502831

(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.

Mitchell M. Purvis

Name of Person Signing


Signature

09/06/04

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

CH \$315.00 502831 78169244

SCHEDULE A

to Trademark Recordation Form Cover Sheet

United States Trademark and Service Mark Applications
(continued from item 4A.)

<u>MARK</u>	<u>APPLICATION NO.</u>
BUBBA KEG	78/169,244
BELLYWASHERS 100% VITAMIN C DRINK TRICKY TREAT	78/229,278
BELLYWASHERS BOTTLE CONFIGURATION	78/229,272
BELLYWASHERS 100% VITAMIN C DRINK	78/229,269
SIP-N-SEAL	78/227,225

United States Trademarks and Service Marks
(continued from item 4B.)

<u>MARK</u>	<u>REGISTRATION NO.</u>
DESIGN (TALL SPORTS BOTTLE)	1,875,296
DESIGN (SHORT SPORTS BOTTLE)	1,917,999
SHIELD DESIGN	2,324,574
SILLY SIPPER	2,456,708
IN ZONE	2,707,121
IN ZONE	2,720,234
IN ZONE AND SHIELD DESIGN	2,726,187

December 30, 2003

PNC Bank, National Association
201 S. Tryon Street
Suite 900
Charlotte, North Carolina 28202

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement dated November 27, 2002, by and between In Zone Brands, Inc., a Georgia corporation ("Company"), and Agent (as defined below), as recorded in the United States Patent and Trademark Office ("USPTO") on December 3, 2002, at Reel/Frame number 2630/382 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Amended and Restated Domestic Revolving Credit, Term Loa, Equipment Loan and Security Agreement dated as of December 30, 2003, by and among PNC Bank, National Association, a national banking association, as collateral and administrative agent (together with its successors in such capacity, "Agent") for itself and the various financial institutions (collectively, "Lenders") party thereto from time to time, Lenders and Company.

Pursuant to Section 7 of the Trademark Security Agreement, Company is obligated to give prompt notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application or trademark or any renewal of any trademark.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-1. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Lenders of all of the Obligations, Company hereby grants and regrants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

- (a) all trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, including, without limitation, each trademark, service mark and trademark or service mark application listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future

339861-1

TRADEMARK
REEL: 002830 FRAME: 0778

PNC Bank, National Association, as Agent
December ~~30~~, 2003
Page 2

infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

Company hereby covenants and warrants to Agent and Lenders:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that each of the Trademarks listed on Exhibit A-1 attached hereto is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(d) that Company has not entered into any contract or made any commitment that will or may impair Agent's or any Lender's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Agent.

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

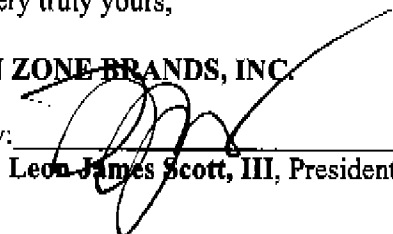
This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

PNC Bank, National Association, as Agent
December 30, 2003
Page 3

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

~~IN ZONE BRANDS, INC.~~

By: 
Leon James Scott, III, President

Accepted and agreed to this
___ day of December __, 2003:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Daniel Shaw, Vice President

PNC Bank, National Association, as Agent

December 30, 2003

Page 3

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

~~IN ZONE BRANDS, INC.~~

By: 

~~Leon James Scott, III, President~~

Accepted and agreed to this
30th day of December, 2003:

~~PNC BANK, NATIONAL ASSOCIATION, as Agent~~

By: 

~~Daniel Shaw, Vice President~~

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Leon James Scott, III with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be President of In Zone Brands, Inc., a Georgia corporation, the within named bargainer, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and seal at office in Atlanta, GA, this 30th day of December, 2003.

[Signature]
Notary Public

My Commission expires Notary Public, Fulton County, Georgia
My Commission Expires April 27, 2004

STATE OF _____)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be _____ of PNC Bank, National Association, a national banking association, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

Witness my hand and seal at office in _____, this ____ day of December __, 2003.

Notary Public

My Commission expires _____

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Leon James Scott, III with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be President of In Zone Brands, Inc., a Georgia corporation, the within named bargainer, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and seal at office in Atlanta, GA, this 30th day of December, 2003.

Stephanie O'Madigan
Notary Public

My Commission expires February 2004 Notary Public, Fulton County, Georgia
My Commission Expires April 27, 2004

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Daniel Shaw with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be Vice President of PNC Bank, National Association, a national banking association, and that ~~he~~ she as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice President.

Witness my hand and seal at office in Charlotte, NC, this 11th day of ~~December~~ February, ~~2003~~ 2004.

Stephanie O'Madigan
Notary Public

My Commission expires Aug. 22, 2005

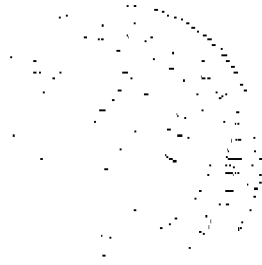


EXHIBIT A-1**UNITED STATES FEDERAL TRADEMARK APPLICATIONS**

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
BUBBA KEG	78/169,244	09/30/02
BELLYWASHERS 100% VITAMIN C DRINK TRICKY TREAT	78/229,278	3/24/03
BELLYWASHERS BOTTLE CONFIGURATION	78/229,272	3/24/03
BELLYWASHERS 100% VITAMIN C DRINK	78/229,269	3/24/03
SIP-N-SEAL	78/227,225	3/1903

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
DESIGN (TALL SPORTS BOTTLE)	1,875,296	01/24/95	74/136975	2/16/91
DESIGN (SHORT SPORTS BOTTLE)	1,917,999	09/12/95	74/482825	1/26/94
SHIELD DESIGN	2,324,574	02/29/00	75/701425	5/10/99
SILLY SIPPER	2,456,708	06/05/01	75/699646	5/07/99
IN ZONE	2,707,121	04/15/03	78/095,922	11/30/01
IN ZONE	2,720,234	6/03/03	75/617,556	01/08/99
IN ZONE AND SHIELD DESIGN	2,726,187	06/17/03	75/657,326	03/10/99

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
IN ZONE	EUROPEAN COMMUNITY	1220912	08/23/00
IN ZONE	MEXICO	629,572	10/26/99
IN ZONE AND SHIELD DESIGN	EUROPEAN COMMUNITY	1297795	09/03/99
IN ZONE AND SHIELD DESIGN	MEXICO	629,897	10/26/99
SHIELD DESIGN	CANADA	TMA562,548	05/27/02
BELLYWASHERS	HONG KONG	2003B05821	
TUMMYTICKLER	JAPAN	4675871	
TUMMYTICKLER	MEXICO	766516	
BELLYWASHERS	MEXICO	780,714	
BELLYWASHERS	TAIWAN	1039605	

FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
BELLYWASHERS - IN CHINESE CHARACTERS	CHINA	3,476,404
BELLYWASHERS - IN CHINESE CHARACTERS	HONG KONG	2003 02820
BELLYWASHERS - IN CHINESE CHARACTERS	TAIWAN	92011298
BELLYWASHERS LOGO	TAIWAN	092071634