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ROSENTHAL ROSENTHAL RASCO → 17033065995

NO. 746 P003  
NO. 500 P007

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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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):  
Finova Capital Corporation **3-19-03**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: M.H. Spirits, Inc.  
Internal Address: c/o Kerry E. Rosenthal, Esq.  
Street Address: 2875 NE 191 St., Ste. 500  
City: Aventura State: FL Zip: 33180

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 Release of Security Agreement

Execution Date: 1-7-02

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
2026585

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Kerry E. Rosenthal, Esq.  
 Internal Address: Rosenthal Rosenthal Rasco  
 Street Address: 2875 NE 191 St., Ste. 500  
 City: Aventura State: FL Zip: 33180

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 (Attach duplicate copy of this page if paying by deposit account)

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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.  
MICHAEL ROSNER  
VP GROUP COUNSEL  
FINOVA CAPITAL CORPORATION

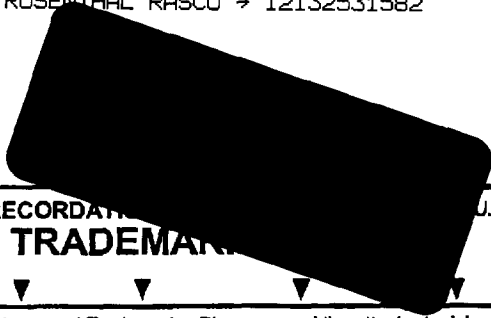
*Michael Rosner*  
 Signature

11-9-02  
 Date

Total number of pages including cover sheet, statements, and documents: 3

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Washington, D.C. 20231



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**RECORDATION TRADEMARK**

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

<p>1. Name of conveying party(ies): <u>Finova Capital Corporation</u></p> <p style="text-align: right; font-size: 1.2em; font-weight: bold;">3-19-03</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>M.H. Spirits, Inc.</u></p> <p>Internal Address: <u>c/o Kerry E. Rosenthal, Esq.</u></p> <p>Street Address: <u>2875 NE 191 St., Ste. 500</u></p> <p>City: <u>Aventura</u> State: <u>FL</u> Zip: <u>33180</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Florida</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Release of Security Agreement</u></p> <p>Execution Date: <u>11-7-02</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>2026585</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kerry E. Rosenthal, Esq.</u></p> <p>Internal Address: <u>Rosenthal Rosenthal Rasco</u></p> <p>Street Address: <u>2875 NE 191 St., Ste. 500</u></p> <p>City: <u>Aventura</u> State: <u>FL</u> Zip: <u>33180</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.*

MICHAEL ROSNER  
VP GROUP COUNSEL  
FINOVA CAPITAL CORPORATION

Signature

11-7-02  
Date

Total number of pages including cover sheet, attachments, and document: 3

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Washington, D.C. 20231

**TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE**

THIS TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE (this "Release") is made and executed this 7<sup>th</sup> day of November 2002 by and among MH Spirits, Inc., a Florida corporation (the "Borrower"), and FINOVA Capital Corporation ("FINOVA").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties agree to terminate the Loan Modification, Restructure and Settlement Agreement between them dated on or about September 9, 1997 and all agreements, documents, instruments and amendments related thereto, (collectively, the "Loan Agreements") effective on the date hereof; and the parties hereby mutually release and forever discharge one another, and their respective successors, representatives, assigns, officers, directors, agents, employees and attorneys, and each of them, of and from any and all claims, demands, debts, liabilities, actions and causes of action of every kind and character based upon or arising out of the Loan Agreements, the transactions related thereto and the termination thereof.

The parties hereby specifically waive as against one another any rights they, or any of them, may have under Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The parties hereby warrant and represent that they have not assigned or in any way conveyed, transferred or encumbered all or any portion of the claims or rights covered by this Release or any interest in the Loan Agreements. The parties, and each of them, execute the Release voluntarily, after consultation with counsel, and with full knowledge of its significance.

This Release and the Loan Agreements set forth in full all of the representations and agreements of the parties, and this Release may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto.

MH Spirits, Inc.

By:  \_\_\_\_\_

Title: PRESIDENT

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