

05-24-2004

5/26/04

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/20)
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HEET
-Y U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102751001

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

1. Name of conveying party(ies):
Cigarette Racing Team International, 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: AmeriMark Bank
Internal Address: _____
Street Address: 5456 S. LaGrange Road
City: Countryside State: IL Zip: 60525
 Individual(s) citizenship _____
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: April 27, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/822,016; 76/022,394
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,798,095; 2,836,751; 2,802,833; 1,173,121;
1,200,981; 1,245,373; 2,185, 198; 1,520,791;
1,507,022; 1,447,671; 1,397,567; 1,449,571
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mary E. Dieig
Internal Address: _____
Schwartz, Cooper, Greenberger & Krauss, Chtd.
Street Address: 180 N. LaSalle Street
Suite 2700
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$ 365.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
502803
(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.
Mary E. Dieig Name of Person Signing Mary Dieig Signature May 20, 2004 Date
Total number of pages including cover sheet, attachments, and document:

05/24/2004 LNUJELLER 00000106 502803 75822016

01 FC:8521 40.00 DA
02 FC:8522 325.00 DA

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

TRADEMARK
REEL: 002975 FRAME: 0008

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of April 27, 2004, by and between Cigarette Racing Team International, Inc., an Illinois corporation ("Guarantor") and AmeriMark Bank, an Illinois banking corporation ("Lender").

WITNESSETH:

WHEREAS, Cigarette Racing Team, LLC ("Borrower") and Lender are parties to that certain Loan Agreement of an even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "**Loan Agreement**"), pursuant to which, *inter alia*, the Lender has agreed to extend revolving and term credit facilities to the Borrower of up to \$4,674,000, subject to the terms and conditions set forth in such Loan Agreement;

WHEREAS, Guarantor is affiliated with Borrower, licenses its trademarks to Borrower and expects to derive income from Borrower as a result thereof; and

WHEREAS, Lender has required Guarantor to guaranty the liabilities and obligations of Borrower under the Loan Agreement and has further required Guarantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "**Indebtedness and Obligations**" (as defined in the Guaranty) and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Guaranty shall have the meaning specified for such term in the Guaranty.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** This premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Guaranty.** The Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Indebtedness and Obligations, Guarantor hereby grants to Lender a first priority security interest in, with power of sale to the extent permitted by applicable law, all of Guarantor’s now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all trademark and service mark renewals, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in

connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Guarantors's business symbolized by the foregoing and connected therewith, and (e) all of Guarantors's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Guarantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by Guarantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. **Restrictions on Future Agreements.** Guarantor will not, without Lender's prior written consent, enter into any agreement which conflicts with the terms and conditions of this Agreement, and Guarantor further agrees that it will not take any action, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with the Trademarks or Licenses and will

use its best efforts to enforce and protect Guarantor's rights in and to the Trademarks and Licenses, as against third parties.

6. **New Trademarks and Licenses.** Guarantor represents and warrants that, from and after the Loan Closing Date, (a) the Trademarks listed on Schedule A, as amended, include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by, held by, or to be acquired by Guarantor, (b) the Licenses listed on Schedule B, as amended, include all of the trademark license agreements and service mark license agreements under which Guarantor is the licensee or licensor and (c) except for a lien granted to CIB Bank, which shall be released upon the closing of the loan transaction between Lender and Borrower, no liens, claims or security interests in such Trademarks and Licenses have been granted by Guarantor to any Person other than Lender. If, prior to the termination of this Agreement, Guarantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Guarantor shall give to Lender written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Guarantor hereby authorizes Lender to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered

service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. **Royalties.** Guarantor hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder in connection with Lender's exercise of its rights and remedies under the Guaranty and the Loan Agreement shall be coextensive with Guarantor's rights thereunder, to the extent permitted by applicable law, and with respect thereto and without any liability for royalties or other related charges from Lender to Guarantor.

8. **Right to Inspect; Further Assignment and Security Interests.** Lender may at all reasonable times (and at any time when a Default or Event of Default under the Loan Agreement or the Guaranty exists and is continuing) have access to, examine, audit, make copies (at Guarantor's expense) and extract from and inspect Guarantor's premises and examine Guarantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Guarantor's ordinary business operations. Guarantor agrees (i) not to sell or assign its respective interests in the Trademarks without the prior and express written consent of Lender, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without Lender's prior and express written consent. Nothing herein shall be construed as a limitation of Guarantor's right to

license the Trademarks to third parties or assign its interest in the Trademarks to affiliated entities. Lender shall receive prior notification of any proposed assignment or licensing agreement for the sole purpose of determining that the proposed action by Guarantor will not impair any agreements or value of Lender in the Trademarks as created and required by the Loan Agreement or other agreements between Lender and Guarantor.

9. **Nature and Continuation of Lender's Security Interest; Termination of Lender's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Indebtedness and Obligations have been paid in full in cash and the Loan Agreement and Guaranty have been terminated. When this Agreement has terminated, Lender shall promptly execute and deliver to Guarantor all termination statements and other instruments as may be necessary or proper to terminate Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement or the Loan Agreement.

10. **Duties of Guarantor.** Guarantor shall, to the extent it deems desirable in Guarantor's reasonable business judgment: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Guarantor further agrees (i) not to abandon any Trademark or License without the prior written consent of Lender, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Guarantor's business. Any expenses incurred in connection with the foregoing shall be borne by Guarantor. Without limiting the generality of the foregoing, Lender shall not be

under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence of an Event of Default under the Loan Agreement or the Guaranty, and all expenses incurred in connection therewith shall be for the sole account of Guarantor and shall be added to the Indebtedness and Obligations secured hereby.

11. **Waivers.** Lenders' failure, at any time or times hereafter, to require strict performance by Guarantor of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Guarantor and Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right hereunder or under the other Loan Documents. None of the undertakings, agreements, warranties, covenants and representations of Guarantor contained in this Agreement shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Guarantor specifying such suspension or waiver.

12. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney**. Guarantor hereby irrevocably designates, constitutes and appoints Lender (and all Persons designated by Lender in its sole and absolute discretion) as Guarantor's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Guarantor's or Lender's name, to take any action and execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement. This power of attorney is coupled with an interest and shall be irrevocable until all of the Indebtedness and Obligations shall have been paid in full in cash and the Loan Agreement and the Guaranty shall have been terminated. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Illinois Uniform Commercial Code, to the extent permitted by applicable law, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other Loan Document, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Guaranty, the Loan Agreement and any of the other Loan Documents.

15. **Successors and Assigns**. This Agreement shall be binding upon Guarantor and its successors and assigns, and shall inure to the benefit of Lender and its nominees, successors

and assigns. Guarantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Guarantor; provided, however, that Guarantor shall not voluntarily assign or transfer its rights or obligations hereunder without Lender's prior written consent.

16. **APPLICABLE LAW.** THIS AGREEMENT, THE NOTES AND EACH OF THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (EXCLUSIVE OF ITS CONFLICTS OF LAWS PROVISIONS) EXCEPT WITH RESPECT TO THE PROVISIONS OF THE GUARANTY WHICH RELATE TO REALIZING UPON ANY COLLATERAL LOCATED OUTSIDE THE STATE OF ILLINOIS WHICH SHALL BE GOVERNED BY THE LAW OF THE STATE IN WHICH SUCH COLLATERAL IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF ILLINOIS SHALL GOVERN THE VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS.

17. **Notices.** Notices and other communications provided for herein shall be in writing and shall be delivered personally, sent via facsimile, mailed, by certified or registered mail, postage prepaid or delivered by overnight courier addressed:

If to the Lender:

AmeriMark Bank
5456 S. LaGrange Road
Countryside, Illinois 60525
Attn: Christine Obbagy
Facsimile:

With a copy to:
Martin W. Salzman

Schwartz, Cooper, Greenberger & Krauss Chartered
180 N LaSalle Street, Suite 2700
Chicago, Illinois 60601

If to the Borrower:

Cigarette Racing Team International, Inc.
4435 NW 128th Street
Miami, FL 33054
Attention: Skip Braver
Facsimile: (305) 913-4564

With a copy to:

Peter F. LoMonaco
200 North Milwaukee
Suite 213
Libertyville, IL 60048
Facsimile: (847) 247-8360

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of personal delivery, mailing or facsimile transmission and on the date one business day after delivery to an overnight courier, in each case addressed to such Person as provided in this Section 17 or in accordance with the latest unrevoked direction from such Person.

18. **Section Titles.** The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. CONSENT TO JURISDICTION. THE GUARANTOR HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION, PROCEEDING OR CLAIM AGAINST IT ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, OR ANY JUDGMENT ENTERED BY ANY COURT IN RESPECT THEREOF, MAY BE BROUGHT OR ENFORCED IN THE STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS. NOTHING HEREIN SHALL, OR SHALL BE CONSTRUED SO AS TO, LIMIT THE RIGHT OF THE LENDER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO BRING ACTIONS, SUITS OR PROCEEDINGS WITH RESPECT TO THE OBLIGATIONS AND LIABILITIES OF THE GUARANTOR UNDER, OR ANY OTHER MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING IN THE COURTS OF ANY JURISDICTION IN WHICH ANY ASSETS, PROPERTIES OR REVENUES OF THE GUARANTOR MAY BE FOUND, OR THE RIGHT TO AFFECT SERVICE OF PROCESS IN ANY JURISDICTION IN ANY OTHER MANNER PERMITTED BY LAW. IN ADDITION, THE GUARANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS, SUITS OR PROCEEDINGS BROUGHT IN ANY OF THE COURTS REFERRED TO ABOVE, AND FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM THAT

**ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY OF THE
AFORESAID COURTS HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.**


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CIGARETTE RACING TEAM
INTERNATIONAL, INC.**

By: 
Title: President

**ACCEPTED AND AGREED TO AS OF THE
DAY AND YEAR FIRST ABOVE WRITTEN.**

AMERIMARK BANK

By: 
Title: Senior Vice President

Schedule A
to
Trademark Security Agreement

**Trademarks and Service Marks, Trademark
and Service Mark Applications and Registrations**

United States

TRADEMARK	REGISTRATION/SERIAL NO.
CIGARETTE	75/890,979
CIGARETTE	75/821,548
CIGARETTE	75/822,016
THE ULTIMATE OFFSHORE STORE	76/182,551
1 WORLD CIGARETTE CRTI RACING TEAM & Design	76/022,396
1 WORLD CHAMPION CIGARETTE RACING TEAM & Design	1,173,121
CIGARETTE	1,200,981
WORLD CHAMPION CIGARETTE RACING TEAM 1 & Design	1,245,373
TOP GUN	2,185,198
CAFERACER & Design	1,520,791
CAFÉ RACER	1,507,022
CAFÉ RACER	1,447,671
FIREFOX	1,397,567
DECATHLON	1,449,571

Foreign

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
Malaysia	1 CIGARETTE WORLD CHAMPION RACING TEAM and ELLIPSE	MA/954/95
Malaysia	1 CIGARETTE WORLD CHAMPION RACING TEAM and ELLIPSE	MA/953/95
India	CIGARETTE	442647
Singapore	1 CIGARETTE WORLD CHAMPION RACING TEAM and ELLIPSE	S/736/95

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TRADEMARK
SECURITY
AGREEMENT

TRADEMARK
REEL: 002975 FRAME: 0022

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
Singapore	CIGARETTE	S\4147\85
Singapore	CIGARETTE LOGO	S\4148\85
Brunei	1 CIGARETTE WORLD CHAMPION RACING TEAM and ELLIPSE	BRU/24549
Colombia	CIGARETTE & DESIGN	
Brazil	CIGARETTE (DEVICE)	813414938
Brazil	CAFÉ RACER	813462088
Brazil	CAFÉ RACER	813462096
Venezuela	CAFÉ RACER	162054 F
Venezuela	CAFÉ RACER	162055 F
Venezuela	CIGARETTE	P-230.667
Venezuela	CIGARETTE (Label)	147332-F
Venezuela	CIGARETTE	147333-F
Venezuela	REVOLUTION 188	163865-F
Spain	CIGARETTE	1116726
Spain	CIGARETTE (DEVICE)	116727
Argentina	1 WORLD CHAMPION CIGARETTE RACING TEAM and LOGO	2198053
China	CIGARETTE LOGO	N/A
Turkey	CIGARETTE	110162
Turkey	CIGARETTE LOGO	112852
Taiwan	CIGARETTE	435474
Taiwan	CIGARETTE LOGO	441271
France	CIGARETTE	96639252
France	CIGARETTE LOGO	96639250
UK	CIGARETTE	1249590
UK	CIGARETTE LOGO	1249591
Norway	CIGARETTE	126508
South Africa	CIGARETTE	89 0438
South Africa	CIGARETTE & DESIGN	89 0439
Benelux	CIGARETTE	942196
Benelux	1 WORLD CHAMPION CIGARETTE RACING TEAM	943585
Macau	CIGARETTE	12 226-M
Mexico	CIGARETTE	254490
Mexico	CIGARETTE & DESIGN	254491
New Zealand	CIGARETTE	162173
New Zealand	CIGARETTE LOGO	162174
New Zealand	1 CIGARETTE WORLD CHAMPION RACING TEAM	245097
Portugal	CIGARETTE	231 552

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
Portugal	1 WORLD CHAMPION CIGARETTE RACING TEAM	231 553
Puerto Rico	CIGARETTE	29,289
Sweden	CIGARETTE	201254
Sweden	1 WORLD CHAMPION CIGARETTE RACING TEAM	202013
Switzerland	CIGARETTE	345135
Switzerland	1 WORLD CHAMPION CIGARETTE RACING TEAM	345224
Monaco	CIGARETTE	R96 17458
Monaco	CIGARETTE (DEVICE)	R96 17459
Australia	CIGARETTE	433630
Australia	1 WORLD CHAMPION CIGARETTE RACING TEAM	433619
Austria	CIGARETTE	111465
Austria	CIGARETTE LOGO	112111
Bahamas	CIGARETTE	11751
Bahamas	CIGARETTE & LOGO	11750
Bahamas	CIGARETTE & LOGO	17112
Canada	CIGARETTE	406676
Canada	1 WORLD CHAMPION CIGARETTE RACING TEAM	408932
Columbia	CIGARETTE	125,208
Columbia	1 WORLD CHAMPION CIGARETTE RACING TEAM	125,727
Denmark	1 WORLD CHAMPION CIGARETTE RACING TEAM	VA1995 02171
Finland	1 WORLD CHAMPION CIGARETTE RACING TEAM	103919
Germany	CIGARETTE	1087181
Germany	1 WORLD CHAMPION CIGARETTE RACING TEAM	1093520
Greece	1 WORLD CHAMPION CIGARETTE RACING TEAM	122919
Hong Kong	CIGARETTE	2416 1985
Hong Kong	CIGARETTE	2087 1986
Ireland	CIGARETTE	120,419
Ireland	CIGARETTE & DESIGN	120,420
Israel	CIGARETTE	61,916
Israel	1 WORLD CHAMPION CIGARETTE RACING TEAM	61,915
Italy	CIGARETTE	728,538
Italy	CIGARETTE (Logo)	728,539

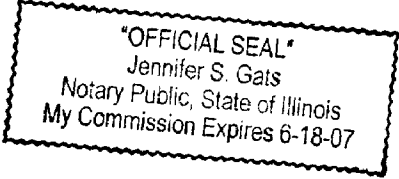
COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
Japan	CIGARETTE	2371461
Japan	1 WORLD CHAMPION CIGARETTE RACING TEAM	2371462
South Korea	1 WORLD CHAMPION CIGARETTE RACING TEAM	349255
Thailand	1 WORLD CHAMPION CIGARETTE RACING TEAM	TM43848
CTM	CIGARETTE	1139443
CTM	CIGARETTE & DESIGN	1139476
Lebanon	CIGARETTE	79052
Lebanon	1 WORLD CHAMPION CIGARETTE RACING TEAM	79053
Spain	CIGARETTE	1,116,736
Japan	CIGARETTE	237,1461
Japan	1 WORLD CHAMPION CIGARETTE	237,1462
CTM	OPPOSITION–Cigarette Racing Team Applied by Whole Trade Gall	
Uruguay	OPPOSITION–Cigarette Applied by Planner Team, S.A.	318.733
Argentina	OPPOSITION–Cigarette Applied by Navarrete	2,184,630
Brazil	OPPOSITION–World Champion Cigarette Racing Team, & Cigarette–Applied by Makler Comercio de Calcados	813,414.938

STATE OF Illinois)
COUNTY OF DuPage)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 27 day of April, 2004 personally appeared before me Christine M. Duggan the Senior Vice President of AmeriMark Bank and Carla Salerno the secretary of said corporation to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the Senior Vice President and Secretary of said corporation and that they signed and delivered the same on behalf of said corporation, with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Jennifer S. Gats
Notary Public
My commission expires: _____



Schedule B
to
Trademark Security Agreement

License Agreements

1. Agreement dated as of May 17, 2002, by and between The Braver Capital Group, LLC (now known as Cigarette Race Team, LLC) ("Licensee") and Cigarette Racing Team International, Inc. ("Licensor"), granting a non-exclusive license for the trademarks listed herein, for a term expiring May 17, 2004, extended by agreement dated May 17, 2002, for a term expiring May 17, 2012.

2. Agreement dated as of May 17, 2002, by and between Cigarette Racing Team Merchandising Group, Inc. ("Licensee") and Cigarette Racing Team International, Inc. ("Licensor"), granting a non-exclusive license for the trademarks listed herein, for a term expiring May 17, 2012.

STATE OF FLORIDA)
)
COUNTY OF DADE)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 26 day of APRIL, 2004, personally appeared before me Skip Braver, the PRESIDENT of Cigarette Racing Team International, Inc. and Skip Braver the secretary of said corporation to me personally well known and known to be the persons who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that they are the _____ and Secretary of said corporation and that they signed and delivered the same on behalf of said corporation, with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Marlen Gonzalez Del Valle
Notary Public
My commission expires: 10/07/05



Marlen Gonzalez Del Valle
Commission # DD 057759
Expires Oct. 7, 2005
Bonded Thru
Atlantic Bonding Co., Inc.