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05-27-2004

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

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



To the Honorable Commissioner

Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 XSTREAM BEVERAGE GROUP, INC.

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

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

2. Name and address of receiving party(ies)
 Name: LAURUS MASTER FUND, LTD.
 Internal
 Address: _____
 Street Address: 825 Third Avenue
 City: New York State: NY Zip: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other offshore corporation-Cayman Islands

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: 05/14/2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 78/196840
 B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____
 Street Address: 1030 15th Street NW, Suite 920
 City: Washington State: DC Zip: 20005

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: _____

DO NOT USE THIS SPACE

9. Signature.
 Loukia Harris *Loukia Harris* May 25, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

05/28/2004 LNUELLER 00000006 78196840 01 FC:0521 40.00 OP

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: 0376

GRANT OF SECURITY INTEREST

IN PATENTS AND TRADEMARKS

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of May 14, 2004, is executed by Xstream Beverage Group, Inc., a Nevada corporation ("XSBG"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among XSBG, certain other Assignors (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, XSBG and the other Assignors have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide loans to XSBG .

B. XSBG (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. XSBG wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of XSBG in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. XSBG does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. XSBG agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at XSBG's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. XSBG hereby appoints the Secured Party as XSBG's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

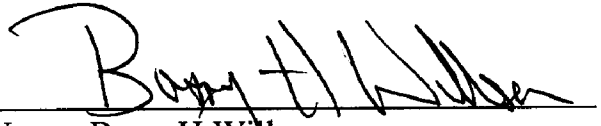
3. XSBG acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. XSBG agrees to execute financing statements or other instruments to the extent required by the Uniform Commercial Code and in executing such other documents or instruments as may be required or deemed necessary by you for purposes of affecting or continuing your security interest in the T&P Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, XSBG has caused this instrument to be executed as of the day and year first above written.

XSTREAM BEVERAGE GROUP, INC.

By: 

Name: Barry H Willson
Title: Vice-Chairman

LAURUS MASTER FUND, LTD.

By: _____

Name: *DAVID GRIN*

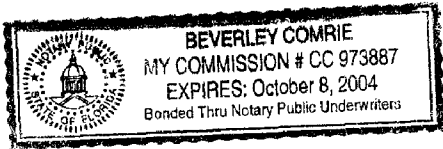
Title: *DIRECTOR*


STATE OF FLORIDA)

) ss.:

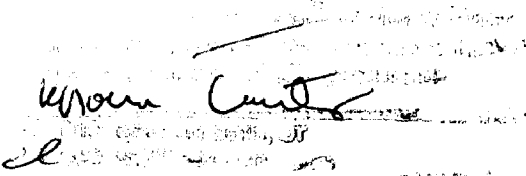
COUNTY OF BROWARD)

On this 14th day of May, 2004, before me personally came **Barry H. Willson** who, being by me duly sworn, did state as follows: that he is **Vice-Chairman** of XStream Beverage Group, Inc. that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.





Notary Public



STATE OF New York)

) ss:

COUNTY OF New York)

On this 17th day of MAY, 2004, before me personally came _____
DAVID GRIN who, being by me duly sworn, did state as follows: that [s]he is
DIRECTOR of Laurus Master Fund, Ltd., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Barry Benami
Notary Public

BARRY BENAMI
Notary Public, State of New York
No. 01BE6016811
Qualified in Kings County
Commission Expires 11/30/2006

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
Yohimbe Energy Drink	78/196840		USA

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
None.			