

08-23-2004

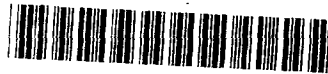
8.23-04

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102819354

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

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

1. Name of conveying party(ies):

Atsoca, Inc.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: IP Security Agreement dated 2/23/04

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 201 Merritt Seven

City: Norwalk State: CT Zip: 06851

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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) N/A

B. Trademark Registration No.(s) 2,759,506

Additional number(s) attached ☐ Yes ☒ No

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

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

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.

Marianne F. Taras

Name of Person Signing

Signature

August 19, 2004

Date

Total number of pages including cover sheet, attachments, and document: 31

08/24/2004 LAMUELLER 00000052 2759506

01 FC:8521

40.00 BP

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

TRADEMARK
 REEL: 003031 FRAME: 0086

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of February 23, 2004, is made by each of the grantors identified as such on the signature pages hereof (collectively referred to herein as "Grantors" and individually as a "Grantor"), and General Electric Capital Corporation, a Delaware corporation, individually and in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of February 3, 2004 by and among Grantors, the other persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, certain of the Grantors are party to certain Intellectual Property Security Agreements, dated March 14, 2002 and September 18, 2003 (collectively, the "Existing IP Security Agreements") and desires to amend and restate such documents in their entirety in accordance with the terms hereof;

WHEREAS, in connection with the Credit Agreement, Grantors who are not party to an Existing IP Security Agreement are required to enter into this Agreement;

WHEREAS, Grantors benefit from the credit facilities made available to Borrowers under the Credit Agreement;

WHEREAS, Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the

Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on, and upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of such Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, such Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or advisable, under applicable law, to protect and perfect Agent's Lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor covenants and agrees with Agent, on behalf of itself and the Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) is reasonably likely to become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent simultaneous written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take all reasonable steps to cause cessation thereof, including without limitation, commencing suit for infringement, misappropriation or dilution and to recover any and all damages for such infringements, misappropriation or dilution, or otherwise obtain appropriate equitable relief, and shall take such other actions as Agent shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreements. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the

Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. EFFECT OF AMENDMENT AND RESTATEMENT. From and after the date hereof (the "Effective Date"): (a) the terms and conditions of the Existing IP Security Agreement shall be amended as set forth herein and, as so amended, shall be restated in their entirety, but only with respect to the rights, duties and obligations among Grantors and the Agent accruing from and after the Effective Date; (b) this Agreement shall not in any way release or impair the rights, duties, Obligations or Liens created pursuant to the Existing IP Security Agreement (and such Liens shall continue without any diminution thereof and shall remain in full force and effect on and after the Effective Date) or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Effective Date, and all of such rights, duties, Obligations and Liens are assumed, ratified and affirmed by each Grantor; (c) the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Lenders or the Agent under the Existing IP Security Agreement, nor constitute a waiver of any covenant, agreement or obligation under the Existing IP Security Agreement, except to the extent that any such covenant, agreement or obligation is no longer set forth herein or is modified hereby; and (d) any and all references to the Existing IP Security Agreement in any Loan Document shall, without further action of the parties, be deemed a reference to the Existing IP Security

Agreement, as amended and restated by this Agreement, and as this Agreement shall be further amended, restated, supplemented or otherwise modified from time to time.


9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


ACOSTA SALES CO., INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary


NATURAL/SPECIALTY SALES, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary


MORRIS ALPER, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary


KELLEY-CLARKE, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary


THE ACOSTA LUKE SOULES COMPANY

By: 
Name: Drew W. Prusiecki
Title: Secretary

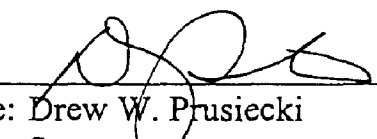
PMI-EISENHART, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary

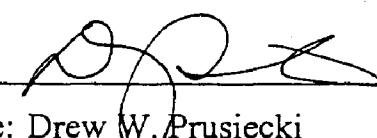
PMI-EISENHART OF ST. LOUIS, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary

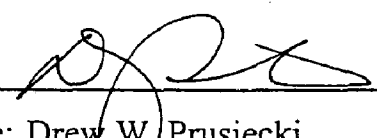
PMI-EISENHART OF CHAMPAIGN, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary

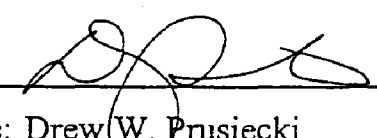
ATSOCA, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary

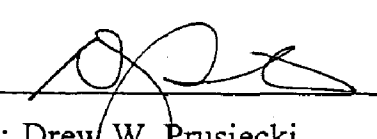
ACOSTA.COM, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary

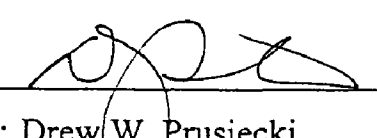
ACOSTA VENTURES, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary

ACOSTA SERVICES, INC.

By: 
Name: Drew W. Prusiecki
Title: Secretary

ACOSTA, INC.

By: 
Name: Drew W. Prusiecki
Title: Assistant Secretary

ALS HOLDING I, LLC

By: The Acosta Luke Soules Company, its
sole member

By: 

Name: Drew W. Prusiecki
Title: Secretary

ALS HOLDING II, LLC

By: The Acosta Luke Soules Company, its
sole member

By: 

Name: Drew W. Prusiecki
Title: Secretary

LUKE SOULES, L.P.

By: ALS Holding I, LLC, its general
partner

By: The Acosta Luke Soules
Company, its sole member

By: 

Name: Drew W. Prusiecki
Title: Secretary

AC HOLDINGS, INC.

By: 

Name: Drew W. Prusiecki
Title: Secretary

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Michael J. Reilly

Name: MICHAEL J. Reilly

Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA

)

)

ss.

COUNTY OF DUVAL

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acosta Sales Co., Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0096

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)

) ss.

COUNTY OF DUVAL)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Natural/Specialty Sales, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0097

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)

)

ss.

COUNTY OF DUVAL)

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Morris Alper, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0098

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA

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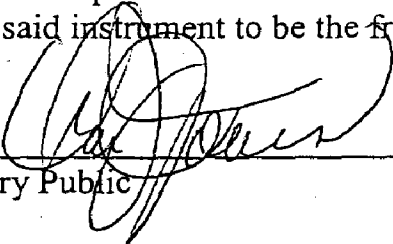
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ss.

COUNTY OF DUVAL

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Kelley-Clarke, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0099

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA

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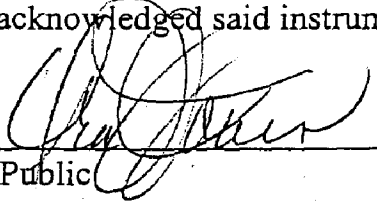
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ss.

COUNTY OF DUVAL

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Acosta Luke Soules Company, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0100

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA

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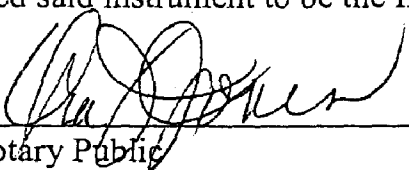
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ss.

COUNTY OF DUVAL

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PMI-Eisenhart, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0101

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA

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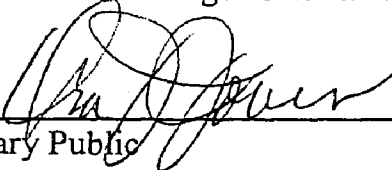
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ss.

COUNTY OF DUVAL

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PMI-Eisenhart of St. Louis, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0102

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)

) ss.

COUNTY OF DUVAL)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PMI-Eisenhart of Champaign, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0103

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)

) ss.

COUNTY OF DUVAL)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Atsoca, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0104

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)

) ss.

COUNTY OF DUVAL)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acosta.com, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0105

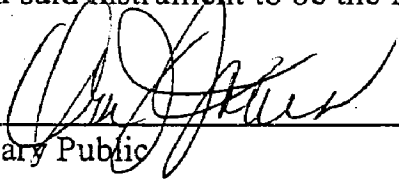
ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)

) ss.

COUNTY OF DUVAL)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acosta Ventures, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0106

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA

)

)

ss.

COUNTY OF DUVAL

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acosta Services, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0107

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA

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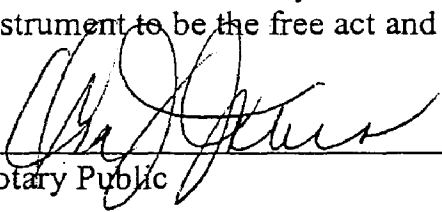
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ss.

COUNTY OF DUVAL

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acosta, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0108

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)

)

ss.

COUNTY OF DUVAL)

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Acosta Luke Soules Company, being the sole member of ALS Holding I, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0109

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)

) SS.

COUNTY OF DUVAL)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Acosta Luke Soules Company, being the sole member of ALS Holding II, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0110

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA

)

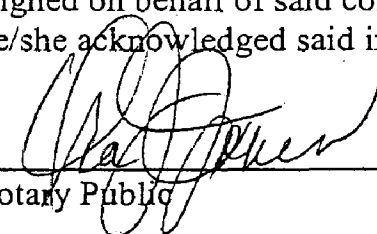
)

ss.

COUNTY OF DUVAL

)

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Acosta Luke Soules Company, being the sole member of ALS Holding I, LLC, being the general partner of Luke Soules, L.P. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0111

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)

COUNTY OF DUVAL)

ss.

On this 24th day of February, 2004 before me personally appeared Drew W. Prusiecki, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AC Holdings, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



OFFICIAL SEAL

Ora J. Jones

D.D.#178880

My Commission Expires Jan. 20, 2007

TRADEMARK

REEL: 003031 FRAME: 0112

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

SCHEDULE II

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT**TRADEMARKS/SERVICE MARKS OWNED BY ACOSTA, INC. AND the other credit parties**

<u>TRADEMARK/SERVICE MARK NAME</u>	<u>SERIAL/ REGISTRATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>	<u>OWNER</u>
ACOSTA	2,018,943	11/26/1996	Atsoca, Inc.
ACOSTA-PMI	2,436,189	03/20/2001	Atsoca, Inc.
AHORRE PARA SU FAMILIA	78/188,856	11/26/2002	Atsoca, Inc.
ANIMATED FISH DESIGN	78/138,073	06/24/2002	Atsoca, Inc.
ANTLER	419,221	02/05/1946	Atsoca, Inc.
BLACK TOP (words/design)	427,242	02/04/1947	Atsoca, Inc.
COUPON ARAMA	1,279,189	05/22/1984	Atsoca, Inc.
COUPON ARAMA	1,274,332	04/17/1984	Atsoca, Inc.
HOME SWEET HOME FOR THE HOLIDAYS	78/166,159	09/20/2002	Atsoca, Inc.
HONEY BOY	1,252,353	09/27/1983	Atsoca, Inc.
LEADING DISTRIBUTORS OF THE WORLD ¹	2,317,357	02/08/2000	Atsoca, Inc.
(THE) LEADING CONSUMER PRODUCTS DISTRIBUTORS OF THE WORLD ²	2,317,358	02/08/2000	Atsoca, Inc.
MATCHPOINT MARKETING	2,759,506	09/02/2003	Atsoca, Inc.
RETAILSOURCE	2,802,440	1/6/2004	Atsoca, Inc.
SEA FEAST	1,918,178	09/12/1995	Atsoca, Inc.
SEA LIFE	1,918,179	09/12/1995	Atsoca, Inc.
TROLLING	420,607	04/23/1946	Atsoca, Inc.

¹ Registered on the Supplemental Register of the USPTO.² Registered on the Supplemental Register of the USPTO.

<u>TRADEMARK/SERVICE MARK NAME</u>	<u>SERIAL / REGISTRATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>	<u>OWNER</u>
ZEST	890,586	05/05/1970	Atsoca, Inc.

<u>TRADEMARK/SERVICE MARK NAME</u>	<u>SERIAL / REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>OWNER</u>
HONEY BOY (Mexican Trademark)	524,817	03/30/1994	Atsoca, Inc.

III. TRADEMARK LICENSES

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.