

08-17-2005

MPD
8/17/05



102982680

T

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cigarette Racing Team, LLC,
f/k/a The Braver Capital Group, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 27, 2004
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: AmeriMark Bank
Internal Address: _____
Street Address: 5456 S. LaGrange Road
City: Countryside
State: IL
Country: USA Zip: 60525

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Illinois
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) Please see attached
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

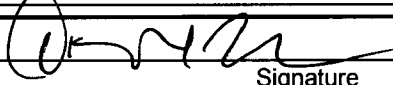
5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diana Y. Tsai, Ext.
Internal Address: Schwartz, Cooper,
Greenberger & Krauss, Chtd.
Street Address: 180 N. LaSalle St.,
Suite 2700
City: Chicago
State: IL Zip: 60601
Phone Number: 312/516-4490
Fax Number: 312/264-2484
Email Address: dtsai@scgk.com

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: 
Signature
Diana Y. Tsai, Esq.

8/4/05
Date

Total number of pages including cover sheet, attachments, and document: 20

08/18/2005 DEYRNE 00000001 2798095

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450
120.00 DP

01 FC:8521
02 FC:8522
03 FC:8523

ATTACHMENT
to Trademarks Recordation Form Cover Sheet

Continuation of Item 4B. Trademark Registration Number(s)

<u>Trademark</u>	<u>Registration/Serial Number</u>
CIGARETTE	2,798,095
DECATHLON	1,449,571
1 WORD CHAMPION CIGARETTE RACING TEAM and Design	1,173,121
CIGARETTE	2,836,751
WORLD CHAMPION CIGARETTE RACING TEAM 1 and Design	1,245,373
CIGARETTE	1,200,981
CAFE RACER	1,507,022
CAFERACER & Design	1,520,791
FIREFOX	1,397,567
TOP GUN	2,185,198
THE ULTIMATE OFFSHORE STORE	2,802,833
CAFE RACER	1,447,671
1 WORLD CHAMPION CRTI RACING TEAM & Design	2,675,413
CIGARETTE	75/822,016

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of June 24, 2005, but effective as of April 27, 2004, by and between Cigarette Racing Team, LLC, an Illinois limited liability company, formerly known as The Braver Capital Group, LLC, an Illinois limited liability company (the "Company") and AmeriMark Bank, an Illinois banking corporation ("Lender").

WITNESSETH:

WHEREAS, the Company and Lender are parties to that certain Loan Agreement dated as of April 27, 2004 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "**Loan Agreement**"), pursuant to which, *inter alia*, Lender has agreed to extend revolving and term credit facilities to the Company of up to \$7,500,000, subject to the terms and conditions set forth in such Loan Agreement;

WHEREAS, Lender has required the Company to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "**Obligations**" (as defined in the Loan Agreement) 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, the Company agrees as follows:

1. **Defined Terms.**

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

(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 Loan Agreement.** The Loan Agreement 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, the Company hereby grants to Lender a first priority security interest in, with power of sale to the extent permitted by applicable law, all of the Company’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 the Company's business symbolized by the foregoing and connected therewith, and (e) all of the Company'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 the Company 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 the Company 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.** The Company will not, without Lender's prior written consent, enter into any agreement which conflicts with the terms and conditions of this Agreement, and the Company 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 the Company's rights in and to the Trademarks and Licenses, as against third parties.

6. **New Trademarks and Licenses.** The Company 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 the Company, (b) the Licenses listed on Schedule B, as amended, include all of the trademark license agreements and service mark license agreements under which the Company 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 the Company to any Person other than Lender. If, prior to the termination of this Agreement, the Company 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. The Company 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. The Company 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.** The Company 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 Loan Agreement shall be coextensive with the Company'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 the Company.

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 exists and is continuing) have access to, examine, audit, make copies (at the Company's expense) and extract from and inspect the Company's premises and examine the Company'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 the Company's ordinary business operations. The Company 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

the Company'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 the Company 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 the Company.

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 has been terminated. When this Agreement has terminated, Lender shall promptly execute and deliver to the Company 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 the Company**. The Company shall, to the extent it deems desirable in the Company'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. The Company 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 the Company's business. Any expenses incurred in connection with the foregoing shall be borne by the Company. 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, and all expenses incurred in connection therewith shall be for the sole account of the Company 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 the Company 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 the Company 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 the Company 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 the Company 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.** The Company hereby irrevocably designates, constitutes and appoints Lender (and all Persons designated by Lender in its sole and absolute discretion) as the Company's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in the Company'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 Obligations shall have been paid in full in cash and the Loan Agreement 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 the Company and its successors and assigns, and shall inure to the benefit of Lender and its

nominees, successors and assigns. The Company's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Company; provided, however, that the Company 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 LOAN AGREEMENT 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 Lender:

AmeriMark Bank
5456 S. LaGrange Road
Countryside, Illinois 60525
Attn: Christine Obbagy
Facsimile: (708) 579-4308

With a copy to:
Martin W. Salzman, Esq.

Schwartz, Cooper, Greenberger & Krauss Chartered
180 N LaSalle Street, Suite 2700
Chicago, Illinois 60601
Facsimile: (312) 782-8416

If to the Company:

Cigarette Racing Team, LLC
4355 N.W. 128th Street
Miami, Florida 33054
Attention: Skip Braver
Facsimile: (305) 913-4564

With a copy to:

Peter F. LoMonaco
1580 South Milwaukee, Suite 220
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 COMPANY 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 LENDER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO BRING ACTIONS, SUITS OR PROCEEDINGS WITH RESPECT TO THE OBLIGATIONS AND LIABILITIES OF THE COMPANY 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 COMPANY MAY BE FOUND, OR THE RIGHT TO AFFECT SERVICE OF PROCESS IN ANY JURISDICTION IN ANY OTHER MANNER PERMITTED BY LAW. IN ADDITION, THE COMPANY 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.

[Remainder of page intentionally left blank; signature page follows]

STATE OF ILLINOIS)
) SS.
COUNTY OF Lake)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Skip Braver, the President of CIGARETTE RACING TEAM, LLC, an Illinois limited liability company, formerly known as THE BRAVER CAPITAL GROUP, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 29th day of June 2005.



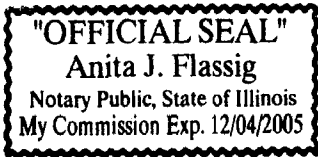
Cathy Morgan
Notary Public

My Commission Expires: 7/22/06

STATE OF ILLINOIS)
) SS.
COUNTY OF Will)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that MICHAEL C BRAUN, the PRESIDENT of AmeriMark Bank, an Illinois banking corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such PRESIDENT, he or she signed and delivered the foregoing instrument, as his or her free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 1st day of July, 2005.



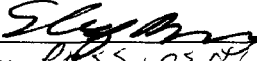
Anita J. Flassig
Notary Public

My Commission Expires: 12-4-05

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security


Agreement as of the day and year first above written.

**CIGARETTE RACING TEAM, LLC F/K/A
THE BRAVER CAPITAL GROUP, LLC**

By: 
Title: PRESIDENT

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

AMERIMARK BANK

By: 
Title: PRES

Schedule A
to
Trademark Security Agreement

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

United States

TRADEMARK	REGISTRATION/SERIAL NO.
CIGARETTE	2,798,095
CIGARETTE	2,836,751
THE ULTIMATE OFFSHORE STORE	2,802,833
1 WORLD CHAMPION CIGARETTE RACING TEAM & Design	1,245,373
CIGARETTE	1,200,981
1 WORLD CHAMPION CIGARETTE RACING TEAM & Design	1,173,121
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
CIGARETTE	75/822,016
1 WORLD CHAMPION CRTI RACING TEAM	2,675,413

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
Singapore	CIGARETTE	S\4147\85

310084.1 043094-33577

TRADEMARK
SECURITY
AGREEMENT

TRADEMARK
REEL: 003142 FRAME: 0805

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
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
Portugal	1 WORLD CHAMPION	231 553

310084.1 043094-33577

TRADEMARK
SECURITY
AGREEMENT

TRADEMARK
REEL: 003142 FRAME: 0806

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
	CIGARETTE RACING TEAM	
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
Japan	CIGARETTE	2371461

310084.1 043094-33577

TRADEMARK
SECURITY
AGREEMENT

TRADEMARK
REEL: 003142 FRAME: 0807

COUNTRY	TRADEMARK	REGISTRATION/ APPLICATION NO.
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 Calçados	813,414.938

310084.1 043094-33577

TRADEMARK
SECURITY
AGREEMENT

TRADEMARK
REEL: 003142 FRAME: 0808

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.

310084.1 043094-33577

TRADEMARK
SECURITY
AGREEMENT

RECORDED: 08/17/2005

TRADEMARK
REEL: 003142 FRAME: 0809