

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	05/26/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ale-8-One of America, Inc.		05/26/2006	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	250 West Main Street
Internal Address:	Suite 100
City:	Lexington
State/Country:	KENTUCKY
Postal Code:	40507
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0327545	ALE 81 "A LATE ONE"

CORRESPONDENCE DATA

Fax Number: (502)581-1087
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 502-589-5400
 Email: cstewart@fbtlaw.com
 Correspondent Name: Cynthia L. Stewart
 Address Line 1: 400 West Market Street
 Address Line 2: 32nd Floor
 Address Line 4: Louisville, KENTUCKY 40202-3363

ATTORNEY DOCKET NUMBER:	ALE-8 SECURITY INTEREST
NAME OF SUBMITTER:	Cynthia L. Stewart

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Signature:

/Cynthia L. Stewart/

Date:

06/16/2006

Total Attachments: 3

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**COLLATERAL ASSIGNMENT
OF
TRADEMARK**

This Collateral Assignment of Trademark (this "Assignment") is made and entered into as of the 26th day of May, 2006, by ALE-8-ONE OF AMERICA, INC., a Kentucky corporation, located at 25 Carol Road, Winchester, Kentucky 40392 ("Assignor"), in favor of FIFTH THIRD BANK, a Michigan banking corporation, with an office located at 250 West Main Street, Suite 100, Lexington, Kentucky 40507 ("Assignee").

WHEREAS the Assignor has an interest in the trademark described below (the "Trademark"), including all rights under the registration (the "Registration") of the Trademark on the Principal Register of the United States Patent and Trademark Office (the "PTO")

<u>Mark</u>	<u>Registration No.</u>	<u>Date Issued</u>
ALE 81 "A LATE ONE"	327,545	August 27, 1935

WHEREAS, Assignor and Assignee have entered into a Security Agreement dated as of the 26th day of May, 2006 (the "Agreement"), whereby Assignor granted to Assignee a security interest in the Trademark and Registration designated above, and

WHEREAS, By this Assignment, Assignor desires to fulfill its obligations under the Agreement by documenting and recording with the PTO Assignor's grant to Assignee of a security interest in the Trademark and Registration, which security interest is intended to secure Assignor's obligations to Assignee under the Agreement.

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Agreement and related agreements, Assignor agrees as follows:

1. Assignor hereby collaterally assigns as security to Assignee, and confirms its grant to Assignee of a security interest in all of Assignor's right, title and interest in and to the Trademark and Registration to secure payment when due of any and all indebtedness and other obligations of Assignor to Assignee under the Agreement.

2. Until an event of default (as defined in the Agreement) shall occur, Assignor shall have all right to possession and use of the Trademark and Registration.

3. If an "event of default" occurs, Assignee shall have the right, but not the obligation, to claim all rights of Assignor to the Trademark and Registration, and all goodwill associated therewith and shall, in addition, have all remedies available to Assignee under the Agreement.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of each of the Assignor and the Assignee, has executed this Collateral Assignment of Trademark on the dates set forth below.

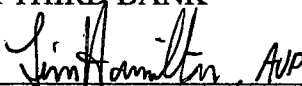
ALE-8-ONE OF AMERICA, INC.

By: 

Frank A. Rogers, III, President

Date: June 1, 2006

FIFTH THIRD BANK

By: 


Tim Hamilton, Vice President

Date: June 2, 2006

STATE OF KENTUCKY)
)
COUNTY OF Clark)

On this 1st day of June, 2006 before me appeared Frank A. Rogers, III, the person who signed this instrument, who acknowledged that he is the duly appointed President of ALE-8-ONE OF AMERICA, INC. (the "Assignor"), that he is duly authorized by the Assignor to sign this instrument, and that he has signed this instrument as a free act on behalf of the Assignor.

My Commission Expires: 10/19/06



NOTARY PUBLIC

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

On this 2nd day of June, 2006 before me appeared Tim Hamilton, the person who signed this instrument, who acknowledged that he is the duly appointed Vice President of FIFTH THIRD BANK, (the "Assignee"), that he is duly authorized by the Assignee to sign this instrument, and that he has signed this instrument as a free act on behalf of the Assignee.

My Commission Expires: June 7, 2006



NOTARY PUBLIC

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