

Re 7/31/06

TRADEMARK ASSIGNMENT

07-31-2006

Electronic Version v1.1

Stylesheet Version v1.1

MRS 7/19/06



103281647

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warm Nuts, LLC		06/20/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA	
Name:	Facile & Co. AB
Street Address:	Midskogsgrand 11, 3tr
City:	Stockholm
State/Country:	SWEDEN
Postal Code:	SE-115 43
Entity Type:	CORPORATION: SWEDEN

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76369106	PINKY
Serial Number:	79007998	PINKY

CORRESPONDENCE DATA	
Fax Number:	(212)593-9175
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-980-0120
Email:	pto@fkks.com
Correspondent Name:	Melissa Georges
Address Line 1:	488 Madison Avenue, 9th Floor
Address Line 2:	Frankfurt Kurnit Klein & Selz
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	PINKY SECURITY AGRMNT
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DOMESTIC REPRESENTATIVE

CH \$65.00 76369106

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Edward H. Rosenthal
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Signature:	/ehr8022/
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Date:	07/10/2006
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Total Attachments: 2 source=Pinky Security Agreement#page1.tif source=Pinky Security Agreement#page2.tif
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SECURITY INTEREST AGREEMENT

WHEREAS Warm Nuts, LLC, a company organized under the laws of the State of Delaware, having an address at 4215 Reswood Avenue, Los Angeles, California 90064, USA (the "Debtor"), and Facile & Co AB, a company organized under the laws of Sweden, having an address at Midlingsgränd 11, 3tr, SE-115 43 Stockholm, Sweden (the "Secured Party"), are parties to the Agreement of the Sale and Purchase of Brands dated the 31st day of December 2004 (the "Sale Agreement") with respect to the alcoholic beverage product PINKY; and

WHEREAS as referred to in the Sale Agreement, Debtor has granted to the Secured Party a security interest to secure the performance by Debtor of its obligations (the "Obligations") pursuant to the Sale Agreement;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Debtor hereby grants to the Secured Party, as security for the Obligations, a continuing interest in all of Debtor's right, title and interest in and to the Collateral, such security interest being granted in the Collateral (the "Collateral") as described in Exhibit A hereto.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Sale Agreement and is subject to the terms and conditions of the Sale Agreement. The parties hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest granted hereby are more fully set forth in the Sale Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this security interest to be duly executed by their duly authorized representatives as of the 20 day of JUNE 2006.

WARMNUTS, LLC (the "Debtor")

By: 
Name: JIM SMITH
Title: MEMBER

FACILE & CO. AB (the "Secured Party")

By: 
Name: SPM DIRLEV
Title: MANAGING DIRECTOR

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Exhibit A

1. The following types of property shall constitute the collateral (collectively, the "Collateral"):

All tangible and intangible assets held by, in the possession of or under the direction or control of Debtor relating in any way to the product PINKY, including, without limitation, all rights to the PINKY trademark and associated applications/registrations (including but not limited to Serial No. 76/369106 and U.S. Registration No. 3095830); and the interest, if any, of Debtor to all amounts payable to the Secured Party pursuant to Paragraphs 4 and 5 of the Sale Agreement.

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