

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luxury Brand Consulting, Inc.		07/21/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Hamilton Investment Partners, LLC		
Street Address:	375 Park Avenue		
Internal Address:	Suite 3407		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2813673	BOSSA NOVA	
CORRESPONDENCE DATA			
Fax Number:	(203)772-3907		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2037722600		
Email:	gbrencher@bswlaw.com		
Correspondent Name:	George Brencher IV, Esq.		
Address Line 1:	271 Whitney Avenue		
Address Line 4:	New Haven, CONNECTICUT 06511		
ATTORNEY DOCKET NUMBER:	05378/005		
NAME OF SUBMITTER:	George Brencher IV		
Signature:	/gb/		
Date:	07/31/2006		

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Total Attachments: 22

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LUXURY BRAND CONSULTING, INC.
d/b/a BOSSA NOVA BEVERAGE GROUP, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is dated as of this 21st day of July, 2006 by Luxury Brand Consulting, Inc. d/b/a Bossa Nova Beverage Group, a California corporation (the "Borrower"), in favor of Hamilton Investment Partners, LLC, a New York limited liability Company (the "Lender").

WHEREAS, the Borrower has entered into that certain Promissory Note and Security Agreement, dated the date hereof (as amended and otherwise in effect from time to time, the "Note"), with the Lender pursuant to which the Lender is making an extension of credit to the Borrower.

WHEREAS, it is a condition precedent to the Lender making such extension of credit to the Borrower that the Borrower execute and deliver to the Lender an intellectual property security agreement in substantially the form hereof.

WHEREAS, the Borrower wishes to grant security interests in favor of the Lender as herein provided; and

WHEREAS, initial capitalized terms used herein without definition shall have the meanings ascribed to them in the Note.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. The Borrower hereby grants to the Lender a security interest in the Borrower's right, title and interest in and to following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Borrower, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

1.1 all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule 1.1 attached hereto and made a part hereof and each patent application identified in such Schedule 1.1, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell or advertise for sale the same, (ii) the right to sue or otherwise recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions

thereof, all improvements thereon and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto (the “Patents”);

1.2 all trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1.2 attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the “Trademarks”);

1.3 all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Schedule 1.3 attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto (the “Copyrights”);

1.4 all trade secrets, including, (i) the right to use or license the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto (the “Trade Secrets”);

1.5 all license agreements with any other Person in connection with any of the Patents, Trademarks, Copyrights or Trade Secrets, or such other Person’s patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether the Borrower is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed in Schedule 1.5 attached hereto and made a part hereof and any right to prepare for sale, sell and advertise for sale, now or hereafter owned by the Borrower and now or hereafter covered by any such licenses (the “Licenses” and each a “License”); and

1.6 all proceeds of any of the foregoing Patents, Trademarks, Copyrights, Trade Secrets and including without limitation, any claims by the Borrower against third parties for infringement of the Patents, Trademarks, Copyrights, Trade Secrets or Licenses.

2. **Security for Obligations.** This Agreement secures the payment of all Obligations of the Borrower to the Lender now or hereafter existing under the Note, whether for principal, interest, fees, expenses or otherwise (the "Obligations").

3. **The Borrower Remains Liable.** Anything herein to the contrary notwithstanding, (a) the Borrower shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Lender of any of the rights or remedies hereunder shall not release the Borrower from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Lender shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

4. **Representations and Warranties.** The Borrower represents and warrants as follows: The Borrower is the legal and beneficial owners of that part of the Intellectual Property Collateral pledged by the Borrower owned by it, free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Note. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing the Borrower or any trade name of the Borrower as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Lender or as otherwise permitted under the Note.

4.1 Set forth in Schedule 1.1 is a complete and accurate list of all patents owned by the Borrower as of the date hereof. Set forth in Schedule 1.2 is a complete and accurate list of all trademarks, service marks, trade names and trade dress, all trademark and service mark registrations and all trademark and service mark applications owned by the Borrower, in each case as of the date hereof. Set forth in Schedule 1.3 is a complete and accurate list as of the date hereof of all registered copyrights and copyrightable works of authorship owned by the Borrower. Set forth in Schedule 1.5 is a complete and accurate list of all Licenses in which the Borrower is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. The Borrower has made all necessary filings and recordations to protect and maintain its interests in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, set forth in Schedules 1.1 and 1.2 hereto. With respect to the Trade Secrets, the Borrower has taken all steps reasonably necessary to maintain the secrecy of such trade secrets.

4.2 Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright of the Borrower set forth in Schedule 1.1, 1.2 or 1.3 hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in

part, and is valid, registerable and enforceable, except to the extent this would not cause a Material Adverse Effect. Each License of the Borrower identified in Schedule 1.5 is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, is valid and enforceable, except to the extent that any invalidity or unenforceability would not result in a Material Adverse Effect.

4.3 The Borrower has not granted any License (other than those listed in Schedule 1.5 hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

4.4 No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Borrower of the security interest granted hereby, for the pledge by the Borrower of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Borrower, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each registered copyright of the Borrower set forth in Schedule 1.1, 1.2 or 1.3 hereto, or (iii) for the exercise by the Borrower of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each registered copyright of the Borrower set forth in Schedule 1.1, 1.2 or 1.3 hereto.

4.5 No claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Borrower of any Intellectual Property Collateral does or may violate the rights of any Person which claim or violation would have a Material Adverse Effect. There is currently no infringement or unauthorized use of any item of Intellectual Property Collateral, which infringement or unauthorized use would have a Material Adverse Effect.

4.6 The Borrower has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral in the form of trade or service marks and has taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

5. Further Assurances.

5.1 The Borrower agrees that from time to time, at the expense of the Borrower, the Borrower shall promptly execute and deliver all further instruments and documents, and take all further action, that the Lender reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Borrower to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral.

5.2 The Borrower hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of the Borrower where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

5.3 The Borrower will furnish to the Lender from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Lender may reasonably request, all in reasonable detail.

5.4 The Borrower agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, work of authorship or License, which is not now a part of the Intellectual Property Collateral, any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, work of authorship or License will automatically become part of the Intellectual Property Collateral. With respect to any copyright or work of authorship which is not now owned by the Borrower, but in which the Borrower obtains an ownership interest, or is created by or for the Borrower, the Borrower shall, if necessary or desirable based upon the Borrower's reasonable business judgment immediately register such copyright with the United States Copyright Office, along with such documentation necessary to evidence the Lender's security interest in such copyright. The Borrower further agree that it shall deliver to the Lender a written report, in reasonable detail, upon Lender's request but not more than annually, setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application, or copyright that the Borrower has filed, acquired, created or otherwise obtained in the preceding six month reporting period. The Borrower authorizes the Lender to modify this Agreement by amending Schedules 1.1, 1.2, 1.3, and 1.5 hereto (and shall cooperate with the Lender in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, or copyright which becomes part of the Intellectual Property Collateral.

5.5 With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright or work of authorship set forth in Schedule 1.1, 1.2 or 1.3 hereto, the Borrower agrees to take all necessary or desirable steps based upon the Borrower's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral to the extent material to the Borrower's business, including, if appropriate in the Borrower's judgment, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for

re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Borrower agrees to take corresponding steps with respect to each material new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, or work of authorship to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by the Borrower shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright or trade secret now or hereafter included in the Intellectual Property Collateral except in the exercise of the Borrower's reasonable business judgment.

5.6 The Borrower agrees to notify the Lender promptly and in writing if it learns (i) that any material item of the Intellectual Property Collateral has been determined to have become abandoned, dedicated to the public, entered the public domain, or, in the case of a trade secret, has been publicly disclosed so that it would no longer be deemed to be a trade secret; (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Intellectual Property Collateral, or (iii) of any adverse determination with respect to the validity or enforceability of any material item of the Intellectual Property Collateral.

5.7 In the event that the Borrower makes a determination in its reasonable business judgment that any material Intellectual Property Collateral has been infringed or misappropriated by a third party, the Borrower shall promptly notify the Lender and will take such actions as the Borrower deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Borrower.

5.8 The Borrower shall take all steps which it deems appropriate under the circumstances to preserve and protect the Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

6. **Transfers and Other Liens.** The Borrower agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Intellectual Property Collateral except to an affiliate with prompt written notice thereof to the Lender or as otherwise permitted by the Note, or (ii) create or suffer to exist any lien upon or with respect to any Intellectual Property Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Note.

7. **The Lender Appointed Attorney-in-Fact.** The Borrower hereby irrevocably appoints the Lender as its attorney-in-fact, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, upon the occurrence and during the continuance of an Event of Default and after the directing the Borrower upon ten (10) days' prior notice to the

Borrower to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

7.1 to ask for, demand, collect, sue for, recover, compromise, receive and give a quittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

7.2 to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

7.3 to file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable to enforce the rights of the Lender with respect to any of the Intellectual Property Collateral.

8. **The Lender May Perform.** If the Borrower fails to perform any agreement contained herein, the Lender may itself, upon ten (10) days' prior notice to the Borrower, perform, or cause performance of, such agreement, and the reasonable expenses of the Lender incurred in connection therewith shall be borne by the Borrower.

9. **The Lender Duties.** The powers conferred on the Lender hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Lender shall have no duty as to any Intellectual Property Collateral, whether or not the Lender has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Lender shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Lender accords its own property.

10. **Remedies.** If any Event of Default shall have occurred and be continuing:

10.1 The Lender may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any Related Agreements or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of California at such time (the "California Uniform Commercial Code") (whether or not the California Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require the Borrower to, and the Borrower hereby agree that it will at its expense and upon request of the Lender forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Lender and make them available to the Lender at a place and time to be designated by the Lender; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Lender may deem commercially reasonable; and (iii) subject to the rights of third parties, occupy any premises owned or leased by the Borrower where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies

hereunder or under law, without obligation to the Borrower in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and the Borrower will supply to the Lender or its designee the Borrower's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Borrower's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Borrower agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to the Borrower of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Lender shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

10.2 All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Lender pursuant to Section 11.2), in whole or in part, by the Lender, for its benefit against all or any part of the Obligations in such order as the Note may require and otherwise as the Borrower may elect. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all of the Obligations shall be paid over to the Borrower or to whomever may be lawfully entitled to receive such surplus.

10.3 The Lender may exercise any and all rights and remedies of the Borrower in respect of the Intellectual Property Collateral.

10.4 All payments received by the Borrower in respect of any sale, lease, transfer or other disposition of Intellectual Property Collateral (except as permitted under the Note) shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Borrower and shall be forthwith paid over to the Lender for the benefit of the Lender in the same form as so received (with any necessary or desirable endorsement or assignment).

11. Indemnity and Expenses.

11.1 The Borrower hereby agrees to indemnify the Lender from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Lender's gross negligence or willful misconduct.

11.2 The Borrower will, upon demand, pay to the Lender the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts, that the Lender may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of

any of the rights of the Lender hereunder or (iv) the failure by the Lender to perform or observe any of the provisions hereof.

12. Security Interest Absolute. The obligations of the Borrower under this Agreement are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Borrower to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Borrower and the pledge and security interest created hereunder, and all obligations of the Borrower hereunder, shall be absolute and unconditional, irrespective of:

12.1 any lack of validity or enforceability of any Related Agreement or any other agreement, instrument or document relating thereto;

12.2 any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Related Agreement, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Borrower or otherwise;

12.3 any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Obligations;

12.4 any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations or any other assets of the Borrower;

12.5 any change, restructuring or termination of the corporate structure or existence of the Borrower; or

12.6 any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or a third party grantor of a security interest.

13. Amendments, Waivers, Etc.

13.1 Except as permitted by Section 5.4, no amendment or waiver of any provision of this Agreement, and no consent to any departure by the Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by the Borrower and the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13.2 No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing in the manner provided in the Note.

15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall remain in full force and effect

until the indefeasible payment in full in cash of all of the Obligations and be binding upon the Borrower and its successors and assigns.

16. Release and Termination. Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Note, the Lender will, at the Borrower's expense, execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that the Borrower shall have delivered to the Lender, at least ten (10) days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Lender and a certification by the Borrower to the effect that the transaction is in compliance with the Note and as to such other matters as the Lender may request.

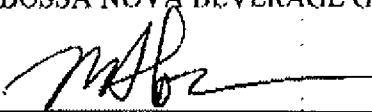
17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein, terms used in Article 9 of the California Uniform Commercial Code are used herein as therein defined.

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IN WITNESS WHEREOF, intending to be legally bound, the parties hereof have caused this Intellectual Property Security Agreement to be duly executed as of the date first above written.

LUXURY BRAND CONSULTING, INC.
d/b/a BOSSA NOVA BEVERAGE GROUP, INC.

By: 
Name: MARK LOMAN
Title: CFO

HAMILTON INVESTMENT PARTNERS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, intending to be legally bound, the parties hereof have caused this Intellectual Property Security Agreement to be duly executed as of the date first above written.

LUXURY BRAND CONSULTING, INC.
d/b/a BOSSA NOVA BEVERAGE GROUP, INC.

By: _____
Name:
Title:

HAMILTON INVESTMENT PARTNERS, LLC

By: *MA Cole*
Name: *Mark A. Cole*
Title: *Partner*

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

SS. _____

On this 24th day of July, 2006, before me appeared MARK LOMAN to me personally known, who, being by me duly sworn, did depose and say that he/she is the authorized signatory of Luxury Brand Consulting, Inc. d/b/a Bossa Nova Beverage Group, Inc., the corporation named in and which executed the foregoing instrument, that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named, and that the foregoing instrument is the free and authorized act and deed of said corporation.

Given under my hand and seal at Los Angeles California this 24th day of July, 2006

Notary Public Magda Corbin
My Commission Expires: 5-21-07



STATE OF CALIFORNIA)
COUNTY OF _____)

SS. _____

On this ____ day of July, 2006, before me appeared _____ to me personally known, who, being by me duly sworn, did depose and say that he/she is the authorized signatory of Hamilton Investment Partners, LLC, the limited liability company named in and which executed the foregoing instrument, that being duly authorized he/she did execute the foregoing instrument on behalf of the limited liability company therein named, and that the foregoing instrument is the free and authorized act and deed of said limited liability company.

Given under my hand and seal at _____, California this ____ day of July, 2006.

Notary Public _____
My Commission Expires: _____

STATE OF CALIFORNIA)
)
COUNTY OF _____) SS. _____

On this ____ day of July, 2006, before me appeared _____ to me personally known, who, being by me duly sworn, did depose and say that he/she is the authorized signatory of Luxury Brand Consulting, Inc. d/b/a Bossa Nova Beverage Group, Inc., the corporation named in and which executed the foregoing instrument, that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named, and that the foregoing instrument is the free and authorized act and deed of said corporation.

Given under my hand and seal at _____, California this ____ day of July, 2006.

Notary Public _____
My Commission Expires:

STATE OF ~~CALIFORNIA~~ ^{NEW YORK})
)
COUNTY OF New York) SS. NY

On this 31 day of July, 2006, before me appeared Marc Cole to me personally known, who, being by me duly sworn, did depose and say that he/she is the authorized signatory of Hamilton Investment Partners, LLC, the limited liability company named in and which executed the foregoing instrument, that being duly authorized he/she did execute the foregoing instrument on behalf of the limited liability company therein named, and that the foregoing instrument is the free and authorized act and deed of said limited liability company.

Given under my hand and seal at NY, ~~California~~ ^{NY} this 31 day of July, 2006.

Notary Public Veronica A. La Voun
My Commission Expires:

VERONICA A. LA VOUN
Notary Public, State of New York
No. 01LA6090823
Qualified in Queens County
Commission Expires April 20, 2007

SCHEDULES

In connection with that certain INTELLECTUAL PROPERTY SECURITY AGREEMENT by and between LUXURY BRAND CONSULTING, INC., dba BOSSA NOVA BEVERAGE COMPANY, INC. (the "Company"), and HAMILTON INVESTMENT PARTNERS, LLC (the "Investor"), dated as of July ___, 2006 (the "Agreement"), the Company hereby delivers these Schedules to the Company's representations and warranties given in the Agreement, dated as of even date with the Agreement. These Schedules and the information and disclosures contained herein are intended only to qualify and limit the representations, warranties and covenants of the Company contained in the Agreement, and shall not be deemed to expand in any way the scope or effect of any such representations, warranties or covenants. The section numbers in these Schedules correspond to the section numbers in the Agreement, provided, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated in any other section of the Agreement where such disclosure would be appropriate and reasonably apparent. Capitalized terms used but not defined herein shall have the same meanings given them in the Agreement.

Schedule 1.1

Patents

Provisional Patent Application No. 60/782555 for a phytochemical rich beverage made from Acai fruit.

Schedule 1.2

Trademarks

“Bossa Nova” trademark, United States Patent and Trademark Office Reg. No. 2,813,673. (An assignment reflecting the transfer of this mark from Alton Johnson to the Company will be filed in the U.S. Patent and Trademark Office.)

Schedule 1.3

Copyrights

None

Schedule 1.4

Trade Secrets

None

Schedule 1.5

Licenses

None

Schedule 4

Liens

See Schedule 2.10 of the Disclosure Schedules attached to and incorporate in that certain Securities Purchase Agreement by and between the Company and the Investor, of even date herewith (the "Disclosure Schedules"), for a complete list of liens and security interests created in the Intellectual Property Collateral.

Schedule 4.5

Infringement Claims

See Schedule 2.12 of the Disclosure Schedules for the disclosure relating to the infringement claims asserted by Zola Acai.