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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stirrings, LLC		104/05/2007 I	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Sovereign Bank	
Street Address:	One West Street	
City:	New Bedford	
State/Country:	MASSACHUSETTS	
Postal Code:	02740-6300	
Entity Type:	Federal Savings Bank:	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark	
Registration Number:	3087636	STIRRINGS	
Registration Number:	2790831	RIMMER	
Serial Number:	77071585	COCKTAIL CENTRAL	
Serial Number:	77072658	COCKTAIL CENTRAL	
Serial Number:	78698674	COCKTAIL EMPOURIA	
Serial Number:	77142422	COCKTAIL ESSENCE	
Serial Number:	77088788	CRUSTINI	
Serial Number:	78698650	STIRRINGS	
Serial Number:	77072669	STIRRINGS	
Serial Number:	77072687	STIRRINGS	
Serial Number:	77071582	TANGERINI	
Serial Number:	77072632	TANGERINI	

CORRESPONDENCE DATA

TRADEMARK REEL: 003517 FRAME: 0038

900073790

Fax Number: (401)272-5501

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 4014909801

Email: awillson@rc-legal.com

Correspondent Name: Allan G. Willson 55 Dorrance Street Address Line 1:

Suite 200 Address Line 2:

Address Line 4: Providence, RHODE ISLAND 02903

NAME OF SUBMITTER:	Allan. G. Willson	
Signature:	/Allan G. Willson/	
Date:	04/06/2007	

Total Attachments: 23

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CONDITIONAL TRADEMARK ASSIGNMENT

 \mathbf{BY}

STIRRINGS, LLC

IN FAVOR OF

SOVEREIGN BANK

APRIL 5, 2007

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CONDITIONAL TRADEMARK ASSIGNMENT

Stirrings, LLC, a Delaware limited liability company having a principal place of business at One West Street. Fall River, MA 02720 ("Assignor") pursuant to the terms of a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") has concurrently granted to Sovereign Bank, a federal savings bank having an office at One Sovereign Place, New Bedford, MA 02740-6300 ("Assignee") a security interest in all/certain of its assets to secure, inter alia, the payment and performance of the obligations of Assignor to Assignee as more fully set forth in the Security Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Security Agreement.

To evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has executed and delivered to Assignee this Conditional Trademark Assignment (referred to hereafter as the "Assignment" or the "Conditional Trademark Assignment").

- 1. FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN, Assignor does hereby conditionally assign, sell, transfer and grant unto Assignee all of Assignor's right, title and interest in, to and under (but none of its obligations or liabilities) the following, whether presently existing or hereafter arising or acquired:
- (i) all United States and foreign trademarks now owned or hereafter acquired by Assignor, including all reissues, renewals and extensions thereof, including without limitation, each such trademark registration set forth on **Schedule** A, attached hereto and incorporated herein by reference;
- (ii) all United States and foreign applications for trademark registration now owned or hereafter acquired by Assignor and all rights throughout the world associated therewith, including without limitation, each such application for trademark registration set forth on *Schedule A*; and
- (iii) all products and proceeds of the foregoing, including, without limitation, any license royalties, any claim or causes of action of Assignor against any third parties for past, present and future infringements of any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own use and behoof;

(all of the foregoing, collectively, the "Trademarks").

2. PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, SATISFACTION OF THE FOLLOWING CONDITIONS SUBSEQUENT:

- (a) The occurrence or continuation of an Event of Default as defined in the Security Agreement; and
- (b) The exercise by Assignee of any or all of its rights or remedies under the Security Agreement in respect of the Trademarks.
- 3. Assignor does hereby covenant, acknowledge, affirm and represent, as applicable, that:
- (i) The rights and remedies of Assignee with respect to its interest in the foregoing are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- (ii) That nothing in this Conditional Trademark Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as more fully set forth in the Security Agreement and as shall be available at law or in equity.
- (iii) Schedule A contains a true and complete record of (a) all United States and foreign trademark registrations in which Assignor has any interest ("Registrations") and (b) all United States and foreign applications for trademark registration in which Assignor has any interest ("Applications").
- (iv) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
 - (v) To its knowledge, each of the Trademarks is valid and enforceable; and
- (vi) To its knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation shop rights, covenants by Assignor not to sue third persons, and licenses other than those granted in the ordinary course of business in connection with distribution, supply, production, development and marketing contracts.
- 4. Assignor covenants that, until all of the Obligations (as defined in the Security Agreement) shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Assignee's prior written consent.
- 5. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to the Assignee notice of any new Registrations or Applications in writing within sixty days of Assignor's knowledge or filing of same.

- 6. Assignee is hereby authorized to file with the United States Patent and Trademark Office, either in hard copy or via the Electronic Trademark Assignment System, evidence of the conditional assignment and security interest granted hereunder and under the Security Agreement. Pursuant to the terms of paragraph 5 herein, Assignor shall notify Assignee in the event it acquires an interest in or files any additional Registrations or Applications, and **Schedule** A shall be deemed to be amended accordingly upon such notice.
- 7. Assignor shall indemnify, defend and hold Assignee, its affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment.
- 8. At such time as Assignor shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

Signatures appear on the following page

IN WITNESS WHEREOF, Assignor has caused this Conditional Trademark Assignment to be executed in its name and on its behalf, as an instrument under seal (whether any such seals are physically attached hereto), on the day and year first written above.

ASSIGNOR:

WITNESS:

STIRRINGS, LLC

Dy: Name:

Name: Scott Kumf

Title: CFO

STATE OF RHODE ISLAND COUNTY OF PROVIDENCE

On the 2nd day of April, 2007, before me personally appeared the above-named Scott Kumf, CFO of Stirrings, LLC, to me known and known by me to be the party executing the foregoing instrument on behalf of said company and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said company.

Notary Public

My Commission Expires: 5/4/2010

SCHEDULE A

a. Federal Trademark Registrations:

MARK:	REG. NO.:	REG. DATE:	GOODS/SERVICES:
STIRRINGS	3087636	5/2/06	Flavored salt; flavored sugar; and spices.
		WWW.	Non-alcoholic cocktail mixers; non-alcoholic carbonated beverages.
RIMMER	2790831	12/9/03	Seasonings and spices, namely, seasonings and spices used on drinking glass rims.

b. Pending Federal Applications for Registration:

MARK:	SER. NO.;	FILING DATE:	GOODS/SERVICES:
COCKTAIL CENTRAL	77071585	12/27/06	Alcoholic beverages, namely, wine and spirits.
COCKTAIL CENTRAL	77072658	12/28/06	Salt; spice blends; sugar. Non-alcoholic beverages, namely, carbonated beverages; non-alcoholic cocktail mixes.
COCKTAIL EMPOURIA	78698674	8/23/05	Flavored salt; flavored sugar; and spices. Non-alcoholic cocktail mixes; non-alcoholic carbonated beverages. Alcoholic beverages, namely, wine and distilled spirits
COCKTAIL ESSENCE	77142422	3/28/07	Non-alcoholic cocktail mixes; non-alcoholic carbonated beverages
CRUSTINI	77088788	1/23/07	Crushed graham crackers.
STIRRINGS	78698650	8/23/05	Alcoholic beverages, namely, wine and spirits.
STIRRINGS & design	77072669	12/28/06	Alcoholic beverages, namely, wine and spirits in class 33.
STIRRINGS	at illocativilità di conducidad	· poment	
STIRRINGS & design	77072687	12/28/06	Salt; spice blends; sugar. Non-alcoholic beverages, namely, carbonated
STIRRINGS			beverages; non-alcoholic cocktail mixes.
TANGERINI	77071582	12/27/06	Alcoholic beverages, namely, wine and spirits.
TANGERINI	77072632	12/28/06	Salt; spice blends; sugar. Non-alcoholic beverages, namely, carbonated beverages; non-alcoholic cocktail mixes.

Execution	Copy
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SECURITY AGREEMENT

BY AND BETWEEN

STIRRINGS, LLC

AND

SOVEREIGN BANK

APRIL 5, 2007

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ARTICL	E 1: Grant of Security Interest	1
1.1.	Equipment	1
1.2.	Inventory	
1.3.	Accounts	1
1.4.	General Intangibles	1
1.5.	Deposit Accounts	2
1.6.	Investment Property	2
1.7.	Letter of Credit Rights	2
1.8.	Supporting Obligations.	
1.9.	Books and Records.	
1.10.	Property in Possession of Secured Party	2
ARTICL	JE 2: Warranties and Covenants	3
2.1.	Use of Inventory	3
2.2.	Location of Inventory	
2.3.	Liens	3
2.4.	No Filed Financing Statements	4
2.5.	Insurance.	
2.6.	Statement of Value	
2.7.	Record Maintenance.	
2.8.	Keeping Collateral Free of Liens.	
2.9.	Accounts Related to United State Government Contracts	
2.10.	Delivery of Notes, Etc	
2.11.	Separate Assignments of Accounts	
2.12.	Payment of Taxes.	
2.13.	Debtor's Organizational Jurisdiction.	
2.14.	Location of Business Records; Collateral	
2.15.	Copyrights, Trademarks, etc.	
2.16.	Maintenance of Corporate Existence; Organizational Jurisdiction.	
2.17.	Delivery of Instruments.	
2.18.	Control of Deposit Accounts.	
2.19.	Further Action and Documentation.	0
ARTICL	LE 3: Additional Rights of the Parties	7
3.1.	Secured Party May Discharge Encumbrances.	
3.2.	Debtor to Possess Collateral.	
3.3.	Secured Party as Attorney	
3.4.	Financing Statement Copies.	7
ARTICL	E 4: Events of Default	7
4.1.	Sale of Collateral	7
4.2.	Acceleration of Obligations.	7
ARTICL	JE 5: Remedies	8
5.1.	Upon Event of Default.	8
5.1.1	•	
5.1.2	2. Rights Under the Uniform Commercial Code	8
5.1.3	Notification of Account Debtor	8

5.2. \	Waiver of Preseizure Hearing	8
5.3. I	Failure to Act Not a Waiver	9
ARTICLE	E 6: Miscellaneous	9
6,1. I	Debtor's Consents and Waivers	9
6.1.1.	Consent to Venue	9
6.1.2.	Consent to Jurisdiction	9
6.1.3.	Wavier of Rights to Object to Venue and Trial by Jury by both Debtor and	
	Secured Party	9
6.1.4.	Designation of Agent for Service of Process	9
6.2.	Severability	10
6.3.	Successors and Assigns	10

SECURITY AGREEMENT

Dated as of April 5, 2007

The undersigned, **Stirrings**, **LLC**, a Delaware limited liability company having an address at One West Street, Fall River, MA 02720 ("**Debtor**"), and **Sovereign Bank**, a federal savings bank and having an office at One Sovereign Place, New Bedford, Massachusetts 02940-6300 ("**Secured Party**"), hereby agree as follows:

ARTICLE 1: GRANT OF SECURITY INTEREST

Debtor hereby grants a security interest in and agrees and acknowledges that Secured Party has and will continue to have a security interest in the following:

1.1. Equipment

All of Debtor's presently owned and hereafter acquired equipment (as defined in the Uniform Commercial Code), including without limitation all automotive equipment, machinery, furniture and fixtures, together with Debtor's interest in, and right to, any and all manuals, computer programs, software embedded in any equipment, data bases and other materials relating to the use, operation or structure of any of the foregoing, of whatsoever kind or nature, together with all proceeds thereof, additions and accessions thereto or replacement thereof or substitutions therefor (all of which is sometimes hereinafter referred to as "Equipment");

1.2. Inventory

All of Debtor's presently owned and hereafter acquired inventory (as defined in the Uniform Commercial Code), including without limitation all goods held for sale, lease, or other disposal by Debtor, and all raw materials, work in process, finished goods and all materials used or consumed in Debtor's business, together with all proceeds and products thereof, additions and accessions thereto or replacements thereof or substitutions therefor (all of which is sometimes hereinafter referred to as "Inventory");

1.3. Accounts.

All of Debtor's accounts, accounts receivable, contract rights, instruments and chattel paper, including electronic chattel paper (each as defined in the Uniform Commercial Code) including without limitation all documents, notes, drafts, and acceptances, now owned by Debtor as well as any and all thereof that may be hereafter acquired by Debtor, and in and to all returned or repossessed goods arising from or relating to any contract rights, accounts or other proceeds of any sale or other disposition of inventory, and all other rights and claims to the payment of money, under contract or otherwise (hereinafter collectively referred to as "Accounts");

1.4. General Intangibles

All of Debtor's general intangibles (as defined in the Uniform Commercial Code), including, without limitation, name, goodwill, trade secrets, copyrights, trademarks, trademark applications, tradenames, domain names and registration, patents, patent applications, licenses, permits, governmental approvals and all intangible personal property of whatsoever kind or

nature now owned by Debtor as well as any and all thereof that may be hereafter acquired and in and to all proceeds thereof;

1.5. Deposit Accounts

All of Debtor's demand, time, savings, passbook, or similar accounts maintained with a bank exclusive of Investment Property, as defined below, and accounts evidenced by instruments, and all other property from time to time constituting a "deposit account" as such term is defined in the Uniform Commercial Code;

1.6. Investment Property

All of Debtor's securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, including without limitation all stocks, bonds, Treasury bills, certificates of deposit and mutual or money market fund shares; and all other property from time to time constituting "investment property" as such term is defined in the Uniform Commercial Code all sums due or to become due on any of the foregoing, and all securities, instruments or other property purchased or acquired as a result of the investment and reinvestment thereof (all of which is sometimes referred to herein as "Investment Property");

1.7. Letter of Credit Rights

All of Debtor's rights to payment or performance under a letter of credit, whether or not Debtor has demanded or are at the time entitled to demand payment or performance, and all other property from time to time constituting "letter-of-credit rights" as such term is defined in the Uniform Commercial Code (all of which is sometimes referred to herein as "Letter-of-Credit Rights");

1.8. Supporting Obligations.

All secondary obligations that support the payment or performance of an Account, and all other property from time to time constituting "Supporting Obligations" as such term is defined in the Uniform Commercial Code;

1.9. Books and Records.

All of Debtor's books and records, as they exist from time to time, relating to **Sections** 1.1 through 1.8 above;

1.10. Property in Possession of Secured Party.

All money, instruments, and other property of Debtor from time to time in the possession of Secured Party (which security interest shall be in addition to Secured Party's rights of set-off), (all items listed in **Sections 1.1** through **1.10** are hereinafter sometimes collectively referred to as "Collateral");

to secure the payment of any and all indebtedness and liabilities whatsoever of Debtor pursuant to (1) that certain \$5,000,000.00 Revolving Line of Credit Agreement of even date herewith (as

amended, modified, supplemented, or restated from time to time, the "Loan Agreement") by and between Debtor and Secured Party, (2) the assignment of that certain \$200,000 Term Loan dated as of June 6, 2006, by and between Nantucket Harvest Co., Inc. and Secured Party pursuant to that certain Omnibus Amendment and Assignment Agreement of even date herewith by and between Debtor and Secured Party, (3) the assignment of that certain \$100,000 Term Loan dated as of September 18, 2003 and amended on February 20, 2004, by and between Nantucket Harvest Co., Inc. and Secured Party pursuant to that certain Omnibus Amendment and Assignment Agreement of even date herewith by and between Debtor and Secured Party, (4) the assignment of that certain \$40,000 Term Loan dated as of September 4, 2001, by and between Nantucket Harvest Co., Inc. and Secured Party pursuant to that certain Omnibus Amendment and Assignment Agreement of even date herewith by and between Debtor and Secured Party, (5) the assignment of that certain \$12,800 Term Loan dated as of June 6, 2005, by and between Nantucket Harvest Co., Inc. and Secured Party pursuant to that certain Omnibus and Assignment Agreement of even date herewith by and between Debtor and Secured Party, and (6) any other obligation for which Debtor is liable to Secured Party as a borrower, maker, co-maker, trustee, endorser, guarantor or otherwise, whether direct, indirect, absolute or contingent, due or to become due and whether now existing or hereafter arising and howsoever evidenced or acquired, including without limitation all indebtedness and liabilities evidenced by promissory notes, guaranties and checking account overdrafts and including the Loan Agreement and that certain \$5,000,000.00 Revolving Line of Credit Note executed by Debtor in favor of Secured Party (as amended, modified, supplemented, or restated from time to time, the "Note") (all of the foregoing are hereinafter sometimes referred to as the "Obligations"). Capitalized terms used herein and not otherwise defined have the meanings specified in the Loan Agreement.

ARTICLE 2: WARRANTIES AND COVENANTS

Debtor hereby warrants and covenants that:

2.1. Use of Inventory

The Inventory is used primarily for business purposes and is adequate in all material respects for purposes of operating Debtor's business.

2.2. Location of Inventory

The Inventory will be kept at Debtors' places of business set forth in *Exhibit A* attached hereto. Debtors will promptly notify Secured Party of any change in the location of the Collateral.

2.3. Liens.

Except for (i) the security interest granted hereby and (ii) the liens permitted by **Section 5.2.2** of the Loan Agreement (the "**Permitted Liens**"), all of the presently owned Collateral is owned by Debtor and all Collateral hereafter acquired will be owned by Debtor free from any adverse lien, security interest or encumbrance, and Debtor will defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein.

2.4. No Filed Financing Statements.

No financing statements (other than any Permitted Liens) covering any Collateral or any proceeds thereof are on file in any public office, and at the sole discretion of Secured Party, one or more (i) financing statements pursuant to the Uniform Commercial Code, (ii) title certificate lien application forms, and (iii) other documents necessary or advisable to perfect the security interests evidenced hereby, all in form satisfactory to Secured Party, may be executed and filed by Secured Party; and Debtor shall each take any action required by Secured Party in connection with the filing and recording of same and will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable.

2.5. Insurance.

Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft, embezzlement and such other risks as Secured Party may require containing such terms, in such form, for such periods and written by such companies as may be satisfactory to Secured Party, such insurance to be payable to Secured Party and Debtor as their interests may appear; all policies of insurance shall provide for at least 10 days' written cancellation notice to Secured Party. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provision and Secured Party may act either in its name or as attorney for Debtor (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts in payment of any loss upon the occurrence and continuance following any applicable grace periods of an Event of Default.

2.6. Statement of Value.

Debtor will upon request made by Secured Party render to Secured Party a statement indicating the total dollar value of the Accounts then outstanding.

2.7. Record Maintenance.

The only offices where Debtor keeps records concerning any Accounts are the chief places of business set forth in the initial paragraph above, and Debtor will not remove any of such records from said offices without written consent of Secured Party.

2.8. Keeping Collateral Free of Liens.

Debtor will keep the Collateral free from any adverse lien, security interest or liens except the Permitted Liens. Debtor will at all times keep accurate and complete records of their respective Accounts, and Secured Party or any of its agents shall have the right to inspect Debtor's books and records relating to said Accounts or to any other transactions to which Debtor is a party and from which an Account might arise and to make extracts from said books and records in accordance with the provisions of the Loan Agreement. Secured Party may in its own name or in the names of others, upon an Event of Default, communicate with Account Debtor in order to verify with them, to Secured Party's satisfaction, the existence, amount and terms of any Accounts. Debtor shall immediately notify Secured Party of any event causing a

material loss or depreciation in value of any of their respective Accounts which loss results in a material adverse effect to Debtor's business and the amount of such loss or depreciation, except for write-offs in the ordinary course of business.

2.9. Accounts Related to United State Government Contracts.

If any of Debtor's Accounts arise out of contracts with the United States of America or any department, agency or instrumentality thereof, Debtor will immediately notify Secured Party thereof in writing and execute any instruments and take any steps required by Secured Party in order that all monies due and to become due under such contracts shall be assigned to Secured Party and notice thereof given to the government under the Federal Assignment of Claims Act.

2.10. Delivery of Notes, Etc.

Upon the occurrence and continuance after applicable grace periods (if any) of an Event of Default, if any of Debtor's Accounts or other Collateral should be evidenced by promissory notes, trade acceptances or other instruments for the payment of money, Debtor will immediately deliver same to Secured Party, appropriately endorsed to Secured Party's order and, regardless of the form of such endorsement, Debtor hereby waives presentment, demand or notice of any kind with respect thereto.

2.11. Separate Assignments of Accounts.

This agreement may, but need not be supplemented by separate assignments of Accounts to Secured Party and if such assignments are given the rights and security interests given thereby shall be in addition to and not in limitation of the rights and security interests given by this agreement.

2.12. Payment of Taxes.

Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes secured hereby provided that Debtor shall not be required to pay any such tax or assessment which is being contested in good faith.

2.13. Debtor's Organizational Jurisdiction.

The name of Debtor set forth on the first page hereof is the true and correct legal name of Debtor as set forth on the formation documents of Debtor filed with governmental authorities of the jurisdiction under whose respective laws Debtor are organized (the "Organizational Jurisdictions"), and except as otherwise disclosed to Secured Party in writing, Debtor has not done business as or used any other name within the five year period preceding the date of this Agreement.

2.14. Location of Business Records; Collateral.

The address of Debtor set forth on the first page hereof is Debtor's chief executive offices and the places where its business records are kept. Except as listed on *Exhibit A* attached hereto,

no Collateral is in the possession of any third party, including, without limitation, any warehouseman, bailee, consignee, processor, etc.

2.15. Copyrights, Trademarks, etc.

Notwithstanding any lack of specificity in any financing statement recorded in connection herewith, the definition of "Collateral" is intended to include all of Debtor's United States registered copyrights, trademarks, trademark applications, patents and patent applications, a complete list of which is set forth on *Exhibit B* attached hereto.

2.16. Maintenance of Limited Liability Company Existence; Organizational Jurisdiction.

Debtor will not change its name, Organizational Jurisdiction, identity or organizational structure, or chief executive office or place where its business records are kept, or move any Collateral to a location outside of the United States of America, or merge into or consolidate with any other entity, unless Debtor shall have given Secured Party at least 30 days' prior written notice thereof and shall have delivered to Secured Party such documentation as may be necessary or required by Secured Party to ensure the continued perfection and priority of the security interests granted by this Agreement.

2.17. Delivery of Instruments.

If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately delivered to Secured Party, duly endorsed in a manner satisfactory to it.

2.18. Control of Deposit Accounts.

If any of the Collateral at any time consists of Deposit Accounts, Debtor shall immediately take all action necessary to provide Secured Party with "control" within the meaning of Sections 9-104 through 9-107 of Article 9 of the Uniform Commercial Code.

2.19. Further Action and Documentation.

Upon the written request of Secured Party, and at the sole expense of Debtor, Debtor will promptly execute and deliver such further instruments and documents and take such further actions as Secured Party may reasonably deem desirable to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, obtaining acknowledgments from any third party holding Collateral of Debtor that such Collateral is being held for the benefit of Secured Party, or the taking of other actions pursuant to which Secured Party will obtain "control" of the Collateral within the meaning of Sections 9-104 through 9-107 of Article 9 of the Uniform Commercial Code.

ARTICLE 3: ADDITIONAL RIGHTS OF THE PARTIES

3.1. Secured Party May Discharge Encumbrances.

Upon prior written notice to Debtor, Secured Party may, at its election, discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtor hereby agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization, and in any event all such payments and expenses shall constitute an obligation hereunder.

3.2. Debtor to Possess Collateral.

Until the occurrence of an Event of Default (defined below) Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

3.3. Secured Party as Attorney.

Debtor hereby irrevocably designates and appoints Secured Party its true and lawful attorney with full power of substitution to execute, deliver, and record in the name of the Debtor all financing statements, continuation statements, title certificate lien applications and other documents deemed by Secured Party to be necessary or advisable to perfect or better perfect, or to continue the perfection of the security interests granted hereunder.

3.4. Financing Statement Copies.

A carbon, photographic, or other reproduction of a security agreement or a financing statement is sufficient as a financing statement.

ARTICLE 4: EVENTS OF DEFAULT

Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions (individually and collectively an "Event of Default"):

4.1. Sale of Collateral.

Sale or transfer of any of the Collateral outside of the ordinary course of business.

4.2. Acceleration of Obligations.

In addition, this agreement is a Security Document referred to in, and is entitled to the benefit of, the Loan Agreement, which Loan Agreement, among other things, contains provisions for the acceleration of the maturity of the Obligations secured hereby upon the happening of certain stated events of default, which events of default shall be deemed Events of Default under this agreement.

ARTICLE 5: REMEDIES

5.1. Upon Event of Default.

If an Event of Default occurs:

5.1.1. Acceleration

Secured Party may declare all Obligations secured hereby to be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived.

5.1.2. Rights Under the Uniform Commercial Code

Secured Party may exercise and shall have any and all rights and remedies accorded it by the Uniform Commercial Code. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. The requirement of reasonable notice shall be met, if notice is mailed, postage prepaid, to Debtor or other person entitled thereto at least 10 days (including non-business days) before the time of sale or disposition of the Collateral. Debtor shall pay to Secured Party on demand any and all out of pocket expenses, including reasonable legal expenses and attorney's fees, incurred or paid by Secured Party in protecting or enforcing any rights of Secured Party hereunder, including its right to take possession of the Collateral, storing and disposing of the same or in collecting the proceeds thereof.

5.1.3. Notification of Account Debtor

Secured Party shall have the right to demand from Debtor a list of all Accounts assigned hereunder and to notify any and all Account Debtor to make payment thereof directly to Secured Party. Debtor hereby irrevocably designates and appoints Secured Party its true and lawful attorney with full power of substitution in its own name or in the name of Debtor to demand, collect, receive, receipt for, sue for, compound and give acquittance for, any and all amounts due and to become due on the Accounts and to endorse the name of Debtor, on all commercial paper given in payment or part-payment thereof and in its discretion to file any claim or take any other action which Secured Party may deem necessary or appropriate to protect and preserve and realize upon the security interest of Secured Party in the Accounts or the proceeds thereof. Secured Party shall also have the right when in possession of any of Debtor's premises to (a) open all mail addressed to Debtor; (b) change the Post Office box or mailing address of Debtor; and (c) use Debtor's stationery and billing forms or facsimiles thereof, for the purpose of collecting Accounts and realizing upon the Collateral.

5.2. Waiver of Preseizure Hearing.

Debtor understands and agrees Secured Party may exercise its rights hereunder without affording Debtor an opportunity for a preseizure hearing before Secured Party, through judicial process or otherwise, takes possession of the Collateral upon the occurrence of an Event of Default, and Debtor expressly waives its respective constitutional and other rights, if any, to such prior hearing.

5.3. Failure to Act Not a Waiver.

No delay in accelerating the maturity of any Obligation as aforesaid or in taking any other action with respect to any Event of Default or in exercising any rights with respect to the Collateral shall affect the rights of Secured Party later to take such action with respect thereto, and no waiver as to one Event of Default shall affect rights as to any other default.

ARTICLE 6: MISCELLANEOUS

6.1. Debtor's Consents and Waivers.

Debtor:

6.1.1. Consent to Venue

agrees that any suit, action, or other legal proceeding arising out of this Agreement may be brought in the courts of record of the Commonwealth of Massachusetts, or the federal courts of the United States located in the Commonwealth of Massachusetts;

6.1.2. Consent to Jurisdiction

consents to the jurisdiction of each such court in any such suit, action or proceeding; and

6.1.3. Waiver of Rights to Object to Venue and Trial by Jury by both Debtor and Secured Party

DEBTOR AND SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR SECURED PARTY TO MAKE THE LOAN.

6.1.4. Designation of Agent for Service of Process

For such time as the Obligations shall be unpaid in whole or in part, Debtor irrevocably designates the registered agent or agent for service of process of Debtor as reflected on the records of the Secretary of the Commonwealth of the Commonwealth of Massachusetts as its registered agent, and, in the absence thereof, the Secretary of the Commonwealth of the Commonwealth of Massachusetts, as its agent to accept and acknowledge on their behalf service of any and all process in any such suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon such agent and notice of such service to Debtor as required by law shall be taken and held to be valid personal service upon Debtor whether Debtor shall then be doing business within the Commonwealth of Massachusetts and that any such service of process shall be of the same force and validity as if service were made upon it according to the laws governing the validity and requirements of such service in such states and waives all claim of error by reason of any such service. Any notice, process, pleadings

or other papers served upon the aforesaid designated agent shall, at the same time, be sent by certified or registered mail to Debtor.

6.2. Severability.

In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6.3. Successors and Assigns.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind the successors or assigns of Debtor. This agreement and all the provisions hereof shall be construed by and administered in accordance with the local laws of the Commonwealth of Massachusetts. Debtor acknowledges receipt of a copy of this agreement.

Signatures appear on the following page

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed in its name and on its behalf, as an instrument under seal (whether any such seals are physically attached hereto), on the day and year first written above.

DEBTOR:

WITNESS:

STIRRINGS, LLC

Name: Mia Caetano Joh

Name: Scott Kumf

Title: CFO

SECURED PARTY:

WITNESS:

SOVEREIGN BANK

By: Name:_

By:

Name: Jeffrey Pagliuca

Title: Vice President

EXHIBIT A

Location of Inventory

One West Street Fall River, Massachusetts 02720

6 Nicholas Court Dayton, NJ 08810 (storage facility)

360 Coit Street Irvington, NJ 07111 (manufacturing)

603 South 21st Street Irvington, NJ 07111 (manufacturing)

EXHIBIT B

Copyrights, Trademarks, etc.

United States Trademarks:

a. Federal Trademark Registrations:

MARK:	REG. NO.:	REG. DATE:	GOODS/SERVICES:
STIRRINGS	3087636	5/2/06	Flavored salt; flavored sugar; and spices. Non-alcoholic cocktail mixers; non-alcoholic carbonated
RIMMER	2790831	12/9/03	beverages. Seasonings and spices, namely, seasonings and spices used on drinking glass rims.

b. Pending Federal Applications for Registration:

MARK:	SER. NO.:	FILING DATE:	GOODS/SERVICES:
COCKTAIL CENTRAL	77071585	12/27/06	Alcoholic beverages, namely, wine and spirits.
COCKTAIL CENTRAL	77072658	12/28/06	Salt; spice blends; sugar. Non-alcoholic beverages, namely, carbonated beverages; non-alcoholic cocktail mixes.
COCKTAIL EMPOURIA	78698674	8/23/05	Flavored salt; flavored sugar; and spices. Non-alcoholic cocktail mixes; non-alcoholic carbonated beverages. Alcoholic beverages, namely, wine and distilled spirits
COCKTAIL ESSENCE	77142422	3/28/07	Non-alcoholic cocktail mixes; non-alcoholic carbonated beverages
CRUSTINI	77088788	1/23/07	Crushed graham crackers.
STIRRINGS	78698650	8/23/05	Alcoholic beverages, namely, wine and spirits.
STIRRINGS & design	77072669	12/28/06	Alcoholic beverages, namely, wine and spirits in class 33.
STIRRINGS	The state of the s	:	

77072687	12/28/06	Salt; spice blends; sugar.
	*	Non-alcoholic beverages, namely, carbonated beverages; non-alcoholic cocktail mixes.
77071582	12/27/06	Alcoholic beverages, namely, wine and spirits.
77072632	12/28/06	Salt; spice blends; sugar.
·		Non-alcoholic beverages, namely, carbonated beverages; non-alcoholic cocktail mixes.
	77071582	77071582 12/27/06

Common Law Trademarks:

COUNTRY:	MARK:	GOODS/SERVICES:
Canada	STIRRINGS	Salt; Spice blends; Sugar. Non-alcoholic cocktail mixes; non-alcoholic carbonated beverages.
Greece	STIRRINGS	Salt; Spice blends; Sugar. Non-alcoholic cocktail mixes; non-alcoholic carbonated beverages.
United Kingdom	STIRRINGS	Salt; Spice blends; Sugar. Non-alcoholic cocktail mixes; non-alcoholic carbonated beverages.
United States	SIMPLE	Alcoholic and non-alcoholic beverages and drink mixers.
Unites States	Stirrings bottle design trade dress (i.e. trade dress for "Boston Round" Apothecary Bottle)	Non-alcoholic cocktail mixes; non-alcoholic carbonated beverages.
Canada	Product names listed on	As per Product List (see below).
Greece	Product List (see below)	
United Kingdom		
United States		