

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
Retro Brands, LLC		06/29/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Absolut Spirits Company, Incorporated		
Street Address:	401 Park Avenue South		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3074545	SHAKKA	
CORRESPONDENCE DATA			
Fax Number:	(202)756-8087		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-756-8000		
Email:	sabrown@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	600 13th Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	072400-0034		
NAME OF SUBMITTER:	Richard Y. Kim		
Signature:	/Richard Y. Kim/		

CH 3074545 \$40.00

Date:

07/19/2007

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Trademark Security Agreement") is made as of June 29, 2007, by and among RETRO BRANDS, LLC, a Delaware limited liability company ("Retro"), and THE ABSOLUT SPIRITS COMPANY, INCORPORATED, a Delaware corporation, with a principal place of business at 401 Park Avenue South, New York, NY 10016, U.S.A. (the "Secured Party"). All capitalized terms used and not otherwise defined herein shall have the respective meanings specified for such terms in that certain Asset Purchase Agreement, dated June 29, 2007, by and between Secured Party and Retro (the "Asset Purchase Agreement").

WHEREAS, Retro has purchased from Secured Party the Inventory, among other things, pursuant to the Asset Purchase Agreement;

WHEREAS, Retro has purchased and acquired from Secured Party full rights, title and interests in, to and under the mark SHAKKA, the U.S. registration therefor, and the goodwill accrued in connection and associated therewith (the "Trademark"), pursuant the Asset Purchase Agreement and that certain Trademark Assignment, dated June 29, 2007 by and between Secured Party and Retro;

WHEREAS, pursuant to the Asset Purchase Agreement, Retro shall pay the Total Purchase Price to the Secured Party in accordance with the Payment Schedule;

WHEREAS, Secured Party has required, as a condition to the Asset Purchase Agreement, that Retro provide security for payment of the Total Purchase Price by granting a first priority security interest in the Trademark and related collateral, and Retro is willing to provide such security; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, Retro and Secured Party agree as follows:

1. **Creation of Security Interest.** Retro hereby grants to Secured Party a security interest in the collateral described in Schedule A (the "Trademark Collateral") to secure the performance and payment of the Total Purchase Price by Retro under the terms of the Asset Purchase Agreement and any costs or expenses incurred by Secured Party, including but not limited to reasonable attorney's fees, in connection with enforcement of this Trademark Security Agreement. The obligations under this Section 1 are known as "Obligations." Retro agrees that this Trademark Security Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 5 herein.

2. **Liens.** Retro has not previously encumbered the Trademark Collateral and will not, without the written consent of Secured Party, permit any other security interest, lien or encumbrance to attach to the Trademark Collateral, permit the Trademark Collateral to be levied upon under any legal process, sell, contract to sell, or otherwise dispose of the Trademark Collateral or any interest therein, or permit anything to be done that may impair the value of the Trademark Collateral or the security interest intended to be afforded by this Trademark Security Agreement.

3. **Filings.** Secured Party may do all acts and things which are necessary under the law to perfect and continue to perfect the security interest created by this Trademark Security Agreement and to protect the Trademark Collateral including, but not limited to, filing a version of this Trademark Security Agreement or other instruments or documentation with the U.S. Patent and Trademark Office (“PTO”) or any applicable state office. Retro shall make, execute, acknowledge and deliver, all such instruments and documentation, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Trademark Security Agreement.

4. **Use and Protection of Trademark Collateral.** Retro will only use the Trademark Collateral in the ordinary course of business. Retro will use best efforts to maintain its rights in and to the Trademark Collateral, including without limitations: (a) to maintain the quality of any and all products in connection with which the Trademark is used, consistent with commercially reasonable business practices, (b) to defend any proceeding which may affect title to or Secured Party’s security interest in the Trademark Collateral, and will indemnify and hold harmless Secured Party for all costs and expenses incurred by it, including reasonable attorney’s fees, in connection with any such proceeding, and (c) to properly license the Trademark Collateral in the ordinary course of business.

5. **Termination.** This Trademark Security Agreement shall terminate when all Obligations have been indefeasibly and fully satisfied and all reimbursement obligations arising under this Trademark Security Agreement and any other Security Agreement prior to satisfaction of all Obligations have been fully satisfied. At such time the security interests granted herein shall terminate, and all other requirements and obligations hereunder shall terminate, and Secured Party shall promptly execute and deliver to Retro termination statements in a form suitable for filing, and shall take all other actions reasonably necessary to demonstrate the termination of the security interest granted herein.

6. **Waiver.** Failure of Secured Party to exercise any right or remedy, including but not limited to the acceptance of partial or delinquent payments, shall not be a waiver of any Obligation or right of Secured Party or constitute a waiver of any other similar default subsequently occurring. The Secured Party’s rights and remedies under this Trademark Security Agreement and the Asset Purchase Agreement will be cumulative and not exclusive of any other right or remedy which the Secured Party may have and the Secured Party may exercise any right or remedy which it may have under any such agreement or instrument without exercising any of its rights under any other agreement or instrument.

7. **Default.** Retro shall be in default hereunder if any of the following occurs: (a) Retro fails to pay a monthly installment of the Finished Goods Purchase Price within 10 days after a Monthly Payment Date, (b) Retro fails to pay a monthly installment of the Raw Materials Purchase Price within 10 days after a Monthly Payment Date, (c) Retro fails to pay the aggregate Total Purchase Price within 10 days after the Outside Payment Date, or (d) Retro fails to observe or perform any of the provisions of this Trademark Security Agreement and such failure is not cured within 30 days after Retro has received written notice thereof from Secured Party.

8. **Remedies.** In the event Retro is deemed to be in default pursuant to Section 7 hereof, and at any time thereafter, Secured Party may proceed to enforce payment of any Obligations in default and to exercise any and all of the rights and remedies provided to a secured party by the Uniform Commercial Code, and Retro shall assign back to Secured Party

full and unencumbered rights, title and interests in, to and under the Trademark Collateral, any trademark applications or registrations therefor, and the goodwill accrued in connection and associated therewith. Expenses of retaking, holding, preparing for sale, selling, or the like shall include reasonable attorneys' fees and legal expenses incurred by Secured Party, shall be secured by the Trademark Collateral.

9. **Governing Law.** This Trademark Security Agreement shall be construed according to the laws of the State of New York.

10. **Taxes and Assessments.** Retro shall pay promptly when due all taxes and assessments levied on the Trademark Collateral or on its use and operation.

11. **Reimbursement of Expenses.** Secured Party may, at its option, and at any time discharge taxes, liens or interest on the Trademark Collateral, perform or cause to be performed for and on behalf of Retro any actions and conditions, obligations, or covenants that Retro has failed or refused to perform, or pay for the repair, maintenance and preservation of the Trademark Collateral. All sums so expended shall be payable on demand to Secured Party.

12. **Duties of Secured Party.** The powers conferred on Secured Party hereunder are solely to protect its security interest in the Trademark Collateral, and shall not impose any duty upon it to exercise any such powers. Except for the accounting of moneys actually received by it hereunder, Secured Party shall have no duty as to the Trademark Collateral or as to the taking of any necessary steps to preserve rights against third parties or any other rights pertaining to the Trademark Collateral. Secured Party shall be deemed to have exercised reasonable care in the handling of any moneys or documents evidencing intangible personal property actually received by it if ordinary care is exercised. Secured Party shall not have any responsibility or liability for taking any necessary steps to preserve rights against any parties with respect to the Trademark Collateral or the collecting of any proceeds of the Trademark Collateral or by reason of any invalidity, lack of value or uncollectability or any of the payments received by it from obligors or otherwise.

13. **No Recourse.** Each of the Parties acknowledges and agrees that the obligations and liabilities of Retro under this Agreement are solely Retro's own corporate obligations, and not the obligations of Retro's members or any member's officers, directors, employees, stockholders or any person or entity that controls any of the foregoing (the "Retro Members"). No recourse shall be had with respect to this Agreement or any instrument, document or agreement entered into in connection herewith or otherwise by Retro, including the enforcement thereof or for any amounts payable thereunder or liability, loss, cost, claim or cause of action arising under or in connection therewith against the Retro Members; provided, however, that if Retro or any Retro Member causes a breach of this Agreement through fraud, bad faith or active and deliberate dishonesty, Absolut may seek recourse against the Retro Members. Except as provided in the previous sentence, each party hereto or thereto agrees to look solely to Retro and its assets for the payment and/or performance of all obligations of, and all claims against, Retro, and all such claims against the Retro Members are hereby waived.

14. **Notice.** Any notice, request or approval required or permitted to be given under this Trademark Security Agreement shall be in writing. Such notice shall be deemed to have been sufficiently given (a) if delivered in person, (b) five (5) calendar days after being transmitted by certified mail, postage prepaid and return receipt requested, (c) one business day


after depositing such notice with an overnight courier, properly addressed, or (d) on the date such notice is sent by electronic means producing a written product (i.e., facsimile) to the applicable party as follows:

- (a) if to Retro: Stephen Groth
1027 Nassau Street
Delray Beach, Florida 33483
- with a copy to: Jay S. Maltby
7910 Old Marsh Road
Palm Beach Gardens, Florida 33418
- (b) if to Absolut: The Absolut Spirits Company, Incorporated
401 Park Avenue South
New York, New York 10016
Attn: Lisa Derman, General Counsel
- with a copy to: McDermott, Will & Emery LLP
600 13th Street NW
Washington, DC 20005
Attention: Thomas P. Conaghan


15. **Successors in Interest.** All rights of Secured Party shall inure to the benefit of Secured Party's successors and assigns, and all obligations of Retro hereunder shall bind its successors and assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Trademark Security Agreement as of the date first written above.

RETRO BRANDS, LLC

By 
Name: Daniel K. Gregory
Title: President

THE ABSOLUT SPIRITS COMPANY,
INCORPORATED

By 
Name: MICHAEL MISIOLESKI
Title: CEO

Schedule A

Trademark Collateral

- A. All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), whether now or hereafter existing or arising or in which Retro now has or hereafter owns, acquires or develops an interest, for the mark SHAKKA for or relating to alcoholic beverages, including U.S. Registration No. 3,074,545;
- B. All licenses relating to any of the foregoing and all income and royalties earned after the date of default with respect to any licenses for the mark SHAKKA for or relating to alcoholic beverages, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- C. The entire goodwill of or associated with the businesses now or hereafter conducted by Retro connected with and symbolized by any of the aforementioned properties and assets;
- D. All general intangibles and all intangible intellectual or other similar property of Retro of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- E. All proceeds of any and all of the foregoing Trademark Collateral earned after the date of default (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Eytan Fisch - (202) 756-8130

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Danielle Ellenberger
c/o CSC Corporation
84 State Street - 5th Floor
Boston, MA 02109

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Retro Brands, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 85 Southeast 4th Avenue, Suite 103			CITY Delray Beach	STATE FL	POSTAL CODE 33483	COUNTRY USA
1d. SEE INSTRUCTIONS 20-0936880	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 3779519 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME The Absolut Spirits Company, Incorporated						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 401 Park Avenue South - Attn: Lisa Derman			CITY New York	STATE NY	POSTAL CODE 10016	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

A. All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), whether now or hereafter existing or arising or in which Retro now has or hereafter owns, acquires or develops an interest, for the mark SHAKKA for or relating to alcoholic beverages, including U.S. Registration No. 3,074,545;

B. All licenses relating to any of the foregoing and all income and royalties earned after the date of default with respect to any licenses for the mark SHAKKA for or relating to alcoholic beverages, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

C. The entire goodwill of or associated with the businesses now or hereafter conducted by Retro connected with and symbolized by any of the aforementioned properties and assets;

[Continued in box 15 of attached Addendum]

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE]	<input type="checkbox"/> [optional]	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2

8. OPTIONAL FILER REFERENCE DATA

072400.0034

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet the name of the first Debtor, formatted exactly as it appears in item 1 of this form; you are encouraged to use Addendum (Form UCC1Ad).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
- 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership, you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
- 1b. **Individual Debtor** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
- 1c. An address is always required for the Debtor named in 1a or 1b.
- 1d. Debtor's taxpayer identification number (tax ID #) — social security number or employer identification number — may be required in some states.
- 1e, f, g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) or other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.
3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. If there is more than one Secured Party, see Instruction 2. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

Instructions for National UCC Financing Statement Addendum (Form UCC1Ad)

9. Insert name of first Debtor shown on Financing Statement to which this Addendum is related, exactly as shown in item 1 of Financing Statement.
10. Miscellaneous: Under certain circumstances, additional information not provided on Financing Statement may be required. Also, some states have non-uniform requirements. Use this space to provide such additional information or to comply with such requirements; otherwise, leave blank.
11. If this Addendum adds an additional Debtor, complete item 11 in accordance with Instruction 1 on Financing Statement. To add more than one additional Debtor, either use an additional Addendum form for each additional Debtor or replicate for each additional Debtor the formatting of Financing Statement item 1 on an 8-1/2 X 11 inch sheet (showing at the top of the sheet the name of the first Debtor shown on the Financing Statement), and in either case give complete information for each additional Debtor in accordance with Instruction 1 on Financing Statement. All additional Debtor information, especially the name, must be presented in proper format exactly identical to the format of item 1 of Financing Statement.
12. If this Addendum adds an additional Secured Party, complete item 12 in accordance with Instruction 3 on Financing Statement. In the case of a total assignment of the Secured Party's interest before the filing of this Financing Statement, if filer has given the name and address of the Total Assignee in item 3 of the Financing Statement, filer may give the Assignor S/P's name and address in item 12.
- 13-15. If collateral is timber to be cut or as-extracted collateral, or if this Financing Statement is filed as a fixture filing, check appropriate box in item 13; provide description of real estate in item 14; and, if Debtor is not a record owner of the described real estate, also provide, in item 15, the name and address of a record owner. Also provide collateral description in item 4 of Financing Statement. Also check box 6 on Financing Statement. Description of real estate must be sufficient under the applicable law of the jurisdiction where the real estate is located.
16. Use this space to provide continued description of collateral, if you cannot complete description in item 4 of Financing Statement.
17. If Debtor is a trust or a trustee acting with respect to property held in trust or is a decedent's estate, check the appropriate box.
18. If Debtor is a transmitting utility or if the Financing Statement relates to a Manufactured-Home Transaction or a Public-Finance Transaction as defined in the applicable Commercial Code, check the appropriate box.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Retro Brands, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description.

D. All general intangibles and all intangible intellectual or other similar property of Retro of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

E. All proceeds of any and all of the foregoing Trademark Collateral earned after the date of default (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

All capitalized terms have the meaning ascribed to them in that certain Trademark Security Agreement between Debtor and Secured Party dated July 27, 2007.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years