

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
Venrod Trading Company, Inc.		11/30/2007	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Banco Popular de Puerto Rico		
Street Address:	Corporate Banking Division, 209 Munoz Rivera Avenue, Popular Center Bldg., Sixth Floor		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00918		
Entity Type:	CORPORATION: PUERTO RICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2931286	ZERO	
CORRESPONDENCE DATA			
Fax Number:	(787)753-8402		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	787-274-2964		
Email:	MHernandez@mocpr.com		
Correspondent Name:	Miguel B. Hernandez		
Address Line 1:	PO Box 190998		
Address Line 4:	San Juan, PUERTO RICO 00919-0998		
NAME OF SUBMITTER:	Miguel B. Hernandez		
Signature:	/Miguel B. Hernandez/		
Date:	12/27/2007		

OP \$40.00 2931286

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as such agreement may be amended, supplemented or otherwise modified from time to time, the "Agreement") made as of November 30, 2007, by and between VENROD TRADING COMPANY, INC., a corporation organized under the laws of the Commonwealth of Puerto Rico (the "Borrower"), with principal offices in San Juan, Puerto Rico, and BANCO POPULAR DE PUERTO RICO a corporation organized under the laws of the Commonwealth of Puerto Rico, (the "Bank"), with principal offices at Popular Center Building, Hato Rey, San Juan, Puerto Rico.

RECITALS

WHEREAS, Borrower has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefore described in Exhibit 1 hereto and made part hereof; and

WHEREAS, Borrower is the owner of the entire right, title, and interest in and to the United States and other patents (including utility, design and plant) and applications therefore described in Exhibit 1 and made part hereof; and

WHEREAS, Bank and Borrower have entered into financing arrangements pursuant to which Bank may make loans and advances and provide financial accommodations to Borrower as set forth in the Credit Agreement, dated November 30th, 2007 (the "Credit Agreement"); and

WHEREAS, in order to induce Bank to enter into the Credit Agreement, the Borrower has agreed to grant to Bank certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to make Loans and other financial accommodations under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS.

(a) Unless otherwise defined herein, the capitalized terms used herein, which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to sections in this Agreement unless otherwise specified.

(c) All terms defined in this Trademark Security Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. GRANT OF SECURITY INTEREST.

As collateral for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Bank a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) all of Borrower's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States or any State, territory or possession, or in any other place, nation or jurisdiction anywhere in the world thereof, including, without limitation, the trademarks, terms, designs and applications described in Exhibit 1 hereto, together with all rights and privileges arising under applicable law with respect to Borrower's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (ii) all prints and labels on which such Trademarks, trade names, trade styles, and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; and (iii) all of Borrower's patents and applications therefore issued by or pending in the USPTO or any other similar office or agency of any other country including all the patents and applications therefore described in Exhibit 1 (all the foregoing being collectively referred to herein as the "Patents"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection with the Patents or Trademarks of the Patents and/or the Trademarks; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all proceeds of any of the foregoing including, without limitation, damages and payments or claims by Borrower against third parties for past or future infringement of the Patents and/or Trademarks.

3. OBLIGATIONS SECURED.

The security interest, lien and other interests granted to Bank pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Borrower to Bank and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Credit Agreement or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Credit Agreement or after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by the Bank (all of the foregoing being collectively referred to herein as the "Obligations").

4. RESTRICTIONS ON FUTURE AGREEMENTS.

The Borrower agrees that until all the Obligations have been satisfied in full, the Credit Agreement shall have been terminated, the Borrower will not, without the Bank's prior written consent, abandon any Trademark, except as would not have a Material Adverse Effect, or enter into any agreement, including, without limitation, any license agreement (other than as necessary to maintain or protect any Trademark), which is inconsistent with the Borrower's obligations under this Agreement, and the Borrower further agrees that it will take not take any action, or permit any action to be taken by any other Persons to the extent that such Persons are subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights transferred to the Bank under this Agreement, and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

5. NEW TRADEMARKS.

The Borrower represents and warrants that the Trademarks and Licenses listed on Exhibit 1 constitute all of the significant trademarks, applications, trade names, service marks, service mark registrations and trademark registrations now owned and material license agreements entered into by the Borrower. If, before the Obligations shall have been satisfied in full, the commitments of the Bank to extend credit under the Credit Agreement shall have been terminated, the Borrower shall, after the date hereof, (i) obtain rights to any new trademarks, trademark registrations, trademark applications, service marks, service mark registrations, or trade names, (ii) become entitled to the benefit of any trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, trademark licenses or trademark license renewals or (iii) enter into any new trademark license agreements, the provisions of Section 2 above shall automatically apply thereto, and the Borrower shall give to the Bank prompt written notice thereof of all new trademark registrations and applications. The Borrower hereby authorizes the Bank to modify this Agreement by amending Exhibit 1 to include any future trademarks, trademark applications, trade names, service marks, service mark registrations, trademark registrations or license agreements that are the Trademarks or the Licenses, under Section 2 above or under this Section 5.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Borrower hereby represents, warrants and covenants with and to Bank the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Borrower shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks a registered trademarks and to

maintain the existence of all the Collateral as valid and subsisting including, without limitation, the filing of any renewal affidavits and applications and the timely prosecution of all pending applications and timely payment of maintenance fees and/or annuities. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Credit Agreement, (ii) the security interests permitted under the Credit Agreement, and (iii) the licenses permitted under Section 6(e) below.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of the Bank, except as otherwise permitted herein or in the Credit Agreement. Nothing in this Agreement shall be deemed a consent by the Bank to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's expense, promptly perform all acts and execute all documents requested at any time by the Bank to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes the Bank to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by the Bank or as otherwise determined by the Bank. Borrower further authorizes the Bank to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Borrower does not have any issued Patents or pending applications or Trademarks registered, or subject to pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit 1 hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit 1 hereto.

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to the Bank five (5) originals of a Special Power of Attorney in the form of Exhibit 2 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to the Bank's exercise of the rights and remedies granted to the Bank hereunder.

(g) The Bank may, in its discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by the Bank to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to the Bank for any such payment, which payment shall be deemed an advance by the Bank to Borrower, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

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(h) Borrower shall not file any application for letters patent or for the registration of a Trademark with the USPTO or any similar office or agency in the United States, unless Borrower has given the Bank fifteen (15) days prior written notice of such action. If, after the date hereof, Borrower shall (i) obtain any issued patent or registered trademark or trade name or apply for any such patent or registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any patent or application of patent or trademark registration or application for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 2 hereof shall automatically apply thereto. Upon the request of the Bank, Borrower shall promptly execute and deliver to the Bank any and all assignments, agreements, instruments, documents and such other papers as may be requested by the Bank to evidence the security interest in and conditional assignment of such Patents or Trademark in favor of the Bank.

(i) Borrower has not abandoned any of the Patents or Trademarks and Borrower will not do any act, nor omit to do any act, whereby the Patents or Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Borrower shall notify the Bank immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Patents or Trademarks may become abandoned, cancelled, invalidated, avoided, or avoidable.

(j) Borrower shall render any assistance, as the Bank shall determine is necessary, to the Bank in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Patents or Trademarks as Borrower's exclusive property and to protect the Bank's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Patents or Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to the Bank, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secure Party hereunder. Borrower shall promptly notify the Bank if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark or of any use of patented subject matter or subject matter claimed in any pending application of patent. If requested by the Bank, Borrower, at Borrower's expense, shall joint with the Bank in such action as the Bank, in the Bank's discretion, may deem advisable for the protection of the Bank's interest and to the Patents or Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Patents or Trademarks and Borrower hereby indemnifies and holds the Bank harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Borrower (or any affiliate or subsidiary thereof) in connection with any Patents or Trademark or

TRADEMARK

REEL: 003685 FRAME: 0483

out of the manufacture, promotion, labeling, sale or advertisement of any such product by Borrower (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Credit Agreement.

(m) Borrower shall promptly pay the Bank for any and all expenditures made by the Bank pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Credit Agreements and shall be part of the Obligations secured hereby.

7. **EVENTS OF DEFAULT.**

All obligations shall become immediately due and payable, without notice or demand, at the option of the Bank, upon the occurrence of any Event of Default, as such term is defined in the Credit Agreement (each an "Event of Default" hereunder).

8. **TERM.**

The term of the security interest granted herein shall extend until the earlier of (i) the expiration or abandonment of each Trademarks and Licenses subject to this Agreement, or (ii) the payment in full of the Obligations, the termination of the commitments of the Lenders to extend credit under the Credit Agreement, the termination or expiration of all Letters of Credit and the termination of the Credit Agreement.

9. **BANK'S RIGHT TO INSPECT.**

Subject to section 5.01(e) of the Credit Agreement, the Bank shall have the right, at any time and from time to time, inspect the Borrower's collateral, books, records and operations. The Borrower agrees (i) not to sell or assign its interest in, or grant any license under, the Collateral without the prior written consent of the Bank; and (ii) to maintain the quality of any and all merchandise in connection with which the Trademarks are used, substantially consistent with or better than the quality of said merchandise as of the date hereof.

10. **RIGHTS AND REMEDIES.**

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Bank, whether provided under this Agreement, or the Credit Agreement, applicable law or otherwise, the Bank shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) The Bank may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Patents or Trademarks or any marks similar thereto for any

purpose whatsoever. The Bank may make use of any Patents or Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to the Bank by Borrower or any subsidiary or affiliate of Borrower or for such other reason as the Bank may determine.

(b) The Bank may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Bank shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States, its territories and possessions, and all foreign countries.

(c) The Bank may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. The Bank shall have the power to buy the Collateral or any part thereof, and the Bank may, in its discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Borrower shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms thereof, the Bank may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 6(f) hereof, one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay the Bank on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrower agrees that the Bank has no obligation to preserve rights to the Patents or Trademarks against any other parties.

(e) The Bank may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by the Bank. Thereafter, the Bank may apply any remaining proceeds to such of the Obligations as the Bank may in its discretion determine. Borrower shall remain liable to the Bank for any of the Obligations remaining unpaid after the application of such proceeds, and then applicable to the Obligations set forth in the Credit Agreement.

11. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS;
GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Commonwealth of Puerto Rico (without giving effect to principles of conflicts law).

TRADEMARK


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(b) Borrower and the Bank irrevocably consent and submit to the non-exclusive jurisdiction of the Puerto Rico Court of First Instance San Juan Division and the United States District Court for the District of Puerto Rico and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or Credit Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or Credit Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Bank shall have the right to bring any action or proceeding against Borrower or its property in the courts of any other jurisdiction which the Bank deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Borrower or its property).

(c) Borrower hereby waives personal service of any and all process upon them and consents that all such service of process may be made by certified mail (return receipt requested) directed to their address set forth on the signature pages hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at the Bank's option, by service upon Borrower in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Borrower shall appear in answer to such process, failing which Borrower shall be deemed in default and judgment may be entered by the Bank against Borrower for the amount of the claim and other relief requested.

(d) BORROWER AND THE BANK EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. BORROWER AND THE BANK EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT JURY AND THAT BORROWER OR THE BANK MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) The Bank shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on the Bank, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, the Bank shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.



12. BINDING EFFECTS: BENEFITS.

This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders, the Issuing Banks, the Arranger and the Syndication Agents. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower.

13. AMENDMENTS.

No amendment or waiver of any provision of this Agreement nor 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 party to be charged therewith, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

14. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Borrower, at its address at:

Venrod Trading Company, Inc.
Street 4 Bldg. B
Mercado Central, Puerto Nuevo
San Juan, Puerto Rico 00922

Attention: Mr. Waldemar V. Rodríguez Santiago

Fax No.: (787) 792-1664

If to the Bank, at its address at:


Banco Popular de Puerto Rico
Corporate Banking Division
209 Muñoz Rivera Avenue
Popular Center Building
Sixth Floor
Hato Rey, Puerto Rico 00918

Attention: Manager

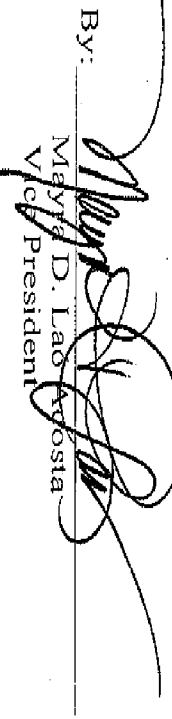
(b) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only so such extent as shall be permitted by applicable law.

IN WITNESS WHEREOF, Borrower and the Bank have executed this Agreement as of the day and year first above written.

VENROD TRADING COMPANY, INC.

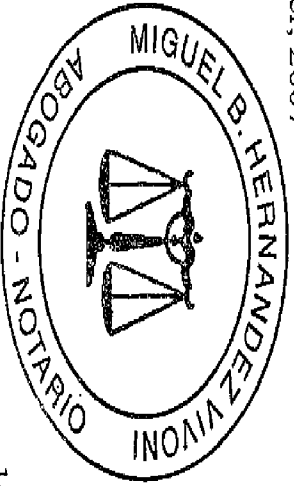
By: 
Waldemar Ventura Rodriguez Santiago
President

BANCO POPULAR DE PUERTO RICO

By: 
Mayra D. Lao Acosta
Vice President

Affidavit No. 3, 257

Acknowledged and subscribed to before me by Waldemar Ventura Rodriguez Santiago, of legal age, married, an executive, and a resident of San Juan, Puerto Rico, in his capacity as President of **VENROD TRADING COMPANY, INC.**; and by Mayra D. Lao Acosta, of legal age, married, a banker, and a resident of Guaynabo, Puerto Rico, in her capacity as Vice President of **BANCO POPULAR DE PUERTO RICO**, all of whom I personally know, in San Juan, Puerto Rico, this 30th day of November, 2007




NOTARY PUBLIC

CERTIFICATE OF CORPORATE RESOLUTION

The undersigned Secretary of **VENROD TRADING COMPANY, INC.** (the "**Corporation**"), a corporation organized under the laws of the Commonwealth of Puerto Rico, does hereby certify as follows:

1. That the Board of Directors of the Corporation, in a duly held meeting adopted the following resolutions:

RESOLVED, that Waldemar Ventura Rodriguez Santiago (the "**Authorized Officer**"), as President of the Corporation, be and is hereby authorized and empowered on behalf of the Corporation to:

(a) Obtain from Banco Popular de Puerto Rico: (i) a certain revolving loan in the maximum aggregate principal amount of up to \$2,500,000 under such terms as the Authorized Officer deems proper and convenient, and (ii) a certain term loan in the principal amount of \$1,800,000 under such terms as the Authorized Officer deems proper and convenient;

(b) Execute any and all documents and instruments which may be necessary or required in connection with the loan transaction described above, as determined by the Authorized Officer, in his sole discretion, including, without limitation, any and all other documents, instruments, agreements, contracts, notes, guaranties, and public deeds;

(c) Do all things that he deems convenient, necessary, proper, or required to be done at any time in order to carry out the Corporation's business and affairs, including, without limitation: (i) the power to buy, sell, mortgage, hypothecate, encumber, assign, exchange, and/or receive in payment all types of property, whether personal or real; (ii) the power to obtain loans and enter into financings for the benefit of the Corporation under any agreements and conditions that in his discretion he deems proper and adequate, and the power to secure any such loans and financings with any personal and/or real property of the Corporation, whether within the Commonwealth or abroad; (iii) the power to conduct any and all banking transactions in the Corporation's name and stead; and (iv) the power to represent the Corporation in any judicial or administrative processes or procedures, including bankruptcy proceedings, and the power to appear on the Corporation's behalf before any governmental office, bureau, or agency of any kind.

(d) Acquire for the Corporation the entire rights upon the Zero trademark, registry no. 2931286, and execute the

Assignment of Registered Trademark, under such terms as the Authorized Officer deems proper and convenient.

2. That the above resolutions have not in any way been modified, repealed or rescinded and that they are in full force and effect.

3. That the following is the true name and specimen signature of the Authorized Officer:

Name: Waldemar Ventura Rodríguez Santiago




Title: President

WITNESS my hand and seal of the Corporation this 30th day of November 2007.

[CORPORATE SEAL]



VENROD TRADING COMPANY, INC.

By: 
Margarita Eugenia Soroeta Kodesh
Secretary

Affidavit Number 3,255

Acknowledged and subscribed to before me by Margarita Eugenia Soroeta Kodesh, of legal age, married, an executive, and a resident of San Juan, Puerto Rico, in her capacity as Secretary of **VENROD TRADING COMPANY, INC.**, whom I personally know, in San Juan, Puerto Rico, this 30th day of November 2007.




NOTARY PUBLIC