

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
Island Oasis Frozen Cocktail Co., Inc.		04/04/2008	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	SPP Mezzanine Funding II Holdings, LLC
Street Address:	11350 Random Hills Road
Internal Address:	Suite 800
City:	Fairfax
State/Country:	VIRGINIA
Postal Code:	22030
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2117453	
Registration Number:	1662686	ISLAND OASIS
Registration Number:	1662032	ISLAND OASIS
Registration Number:	2083591	ISLAND OASIS
Registration Number:	3099575	ISLAND OASIS
Registration Number:	3099578	ISLAND OASIS
Registration Number:	2577180	ISLAND OASIS
Registration Number:	2581768	ISLAND OASIS
Registration Number:	2756107	ISLAND OASIS
Serial Number:	77380931	BRING THE ISLAND HOME
Registration Number:	3394000	ISLAND OASIS
Registration Number:	3099574	SMOOTHEES ISLAND OASIS

OP \$465.00 2117453

Serial Number:	78513366	ISLAND ORIGINALS
Serial Number:	77091971	ISLAND ORIGINALS
Registration Number:	2314734	THE SMOOTHIE WITH AN "E" (FOR EXCELLENT)
Serial Number:	77380927	THE TASTE OF PARADISE
Registration Number:	3257235	WORLD'S FINEST FROZEN DRINK
Serial Number:	77044555	ISLAND OASIS

CORRESPONDENCE DATA

Fax Number: (202)799-5144
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027994000
Email: dctrademarks@dlapiper.com
Correspondent Name: Thomas E. Zutic
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	ISLAND OASIS
NAME OF SUBMITTER:	Thomas E. Zutic
Signature:	/Thomas E. Zutic/
Date:	05/08/2008

Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of April 4, 2008, is executed by and between SPP MEZZANINE FUNDING II HOLDINGS, LLC, a Delaware limited liability company, as agent for certain Lenders together with any successors and assigns (the "Secured Party"), with offices located at 11350 Random Hills Road, Suite 800, Fairfax, VA 22030, and ISLAND OASIS FROZEN COCKTAIL CO., INC., a Massachusetts corporation (the "Debtor"), having its principal place of business located at 141 Norfolk Street, P.O. Box 769, Walpole, MA 02081.

RECITALS

A. Secured Party has agreed to lend to Debtor the aggregate sum of up to \$3,000,000 in return for the Notes (the "Loan"), as described in that certain Loan Agreement of even date (the "Loan Agreement") by and among Secured Party, the Lenders, and Debtor. Capitalized terms used herein but not otherwise defined shall have the same meanings herein as in the Loan Agreement.

B. To induce Secured Party to make the Loan pursuant to the terms of the Loan Agreement, Debtor desires to grant to Secured Party a security interest in all of Debtor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Intellectual Property.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Definitions. The following terms used herein shall have the meanings ascribed to them below:

Copyrights means all of the following property, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, the copyrights listed on Schedule A attached hereto.

Copyright License means any written agreement granting any right to use any Copyright or Copyright registration, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

Intellectual Property means all Copyrights; Trademarks; Patents; Licenses; Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable); Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases,

models and drawings; Debtor's websites, world wide web addresses, domain names, URL's, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses; Debtor's applications therefor and reissues, extensions, or renewals thereof; and Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of Intellectual Property and the goodwill associated therewith.

License means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof.

Patent License means any written agreement granting any right with respect to any invention on which a Patent is in existence or a Patent application is pending, in which agreement Debtor now holds or hereafter acquires any interest.

Patents means all of the following property, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest: (a) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to be issued under any such applications, including, without limitation, the patents listed on Schedule B attached hereto.

Trademark License means any written agreement granting any right to use any Trademark or Trademark registration, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

Trademarks means all of the following property, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest: (a) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof, including, without limitation, all trademarks listed on Schedule C attached hereto.

2. Security Interest. As security for the Secured Obligations described in Section 3 hereof, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the

Secured Party, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the “Collateral”):

Copyrights; Trademarks; Patents; Licenses; Debtor’s software, source codes, trade secrets and inventions (whether or not patented or patentable); Debtor’s technical information, procedures, processes, designs, knowledge, and know-how; Debtor’s data bases, models and drawings; Debtor’s skill, expertise, and experience; Debtor’s websites, world wide web addresses, domain names, URL’s, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses; Debtor’s applications therefor and reissues, extensions, or renewals thereof; and Debtor’s goodwill associated with any of the foregoing, together with Debtor’s rights to sue for past, present and future infringement of Intellectual Property and the goodwill associated therewith.

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the principal, interest, fees, expenses and any other amounts due and owing from the Debtor to the Secured Party under the Notes (herein called the “Secured Obligations”).

4. Special Warranties and Covenants of the Debtor. The Debtor hereby warrants and covenants to the Secured Party that:

(a) The address shown at the beginning of this Agreement is the principal place of business of the Debtor.

(b) Except for the security interest granted hereby, the Debtor is, and as to the Collateral acquired after the date hereof the Debtor will be, the owner or licensee of the Collateral free from any lien, security interest, or encumbrance (other than liens or encumbrances arising by operation of law or securing the Senior Credit Facility), and the Debtor will defend the Collateral against all claims and demands of all other persons. No other financing statement covering any of the Collateral is on file nor will the Debtor permit any adverse financing statement to be on file in any public office, other than financing statements filed in connection with the Senior Facility.

(c) The Debtor will not sell or otherwise dispose of any of the Collateral or any interest therein without the prior written consent of the Secured Party, except in the ordinary course of business.

(d) The Debtor will promptly execute and deliver, in form and substance satisfactory to the Secured Party (or if permitted by law, the Secured Party may themselves execute and file, and at the Secured Party’s request, the Debtor will join with the Secured Party in executing, in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable) such financing statements, certificates and other documents or instruments to enable the Secured Party to perfect or from time to time renew the security interests granted hereby, and to perfect or from time to time renew a security

interest in any additional Collateral hereafter acquired by the Debtor or in any replacements or proceeds thereof.

(e) The Debtor does not, and in the absence of prior written notice to the Secured Party, the Debtor will not, conduct business under any trade name or name other than its corporate name.

(f) The Debtor will, in addition, from time to time at the request of the Secured Party, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Secured Party may require more completely to vest or confirm in and assure to the Secured Party its rights hereunder and in and to the Collateral.

(g) At its option, the Secured Party may discharge taxes (except those contested in good faith), liens, security interests, or other encumbrances (other than those permitted herein) at any time levied or placed on the Collateral, and may pay for and take any other action which they deem appropriate for the maintenance and preservation of the Collateral. The Debtor shall reimburse the Secured Party on demand for any payment made, or any expenses incurred, by the Secured Party pursuant to this Section 4(g).

(h) The Debtor shall notify the Secured Party promptly of all material claims against the Collateral. The Debtor shall not settle any material dispute or claim without the Secured Party's consent. Upon the occurrence of any Event of Default (as defined in Section 7 hereof), the Secured Party may settle or adjust disputes or claims directly with customers or account debtors for amounts and upon terms which they consider reasonably advisable; and where the Debtor receives collateral of any kind or nature by reason of transactions between itself and its customers or account debtors, they (or, as applicable, the Agent) will hold the same on the Secured Party's behalf, subject to the Secured Party's instructions, and as property forming part of the Collateral.

5. Rights of the Secured Party. Upon the occurrence of any Event of Default (as defined in Section 7 hereof), the Secured Party may declare all of the Secured Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Secured Party) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine

and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the maximum rate provided in the Note and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

6. Rights of Secured Party to Use and Operate Collateral. Upon the occurrence and during the continuance of any Event of Default (as defined in Section 7 hereof), but subject to the provisions of the Uniform Commercial Code or other applicable law, the Secured Party shall also have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Secured Party from the Collateral shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce their rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Secured Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

7. Events of Default. The Debtor shall be in default under this Agreement upon the happening of an Event of Default.

8. Waivers. The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the rights of the Secured Party hereunder or in connection with the Secured Obligations or any Collateral and consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable, or the substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. The Debtor further waives any right it may have to notice (other than any requirement of notice provided herein) prior to the exercise of any right or remedy

provided by this Agreement to the Secured Party and waives its rights, if any, to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing. The Debtor's waivers under this Section 8 have been made voluntarily, intelligently and knowingly and after the Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

9. Termination and Assignment. This Agreement and the security interests in the Collateral created hereby shall terminate when the Secured Obligations have been paid and finally discharged in full. No waiver by the Secured Party or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. The Secured Party may waive any default hereunder with respect to all (but no fewer than all) of the Note at any time outstanding. In the event of a sale or assignment by the Secured Party of all or any of the Secured Obligations held by the Secured Party, such Secured Party may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder, and such Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

10. Governmental Approvals. The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

11. Setoffs. If the Debtor shall fail generally to pay its debts as such debts become due, or any other Event of Default occurs and shall not have been waived by the Secured Party, the Secured Party shall have the right to setoff any indebtedness from the Secured Party to the Debtor and to apply the same toward the payment of any indebtedness from the Debtor to the Secured Party, whether or not said indebtedness, or any part hereof shall then be due.

12. Reinstatement. This Agreement shall continue to be effective, or be reinstated, as the case may be, at any time any amount received by the Secured Party in respect of the Secured Obligations must, by order of a court, be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of an intervenor or conservator of, or trustee or similar official for the Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

13. Notices. Except as otherwise provided herein, notice to the Debtor or to the Secured Party shall be in writing and deemed to have been sufficiently given or served for all purposes hereof if personally delivered or mailed by first class certified or registered mail, return receipt requested, postage prepaid, at the respective addresses set forth in the preamble hereto, with copies to the parties designated therein, or at such other address as the party to whom such notice is directed may have designated by like notice in writing to the other parties hereto. A notice shall be deemed to have been given when personally delivered or, if mailed, on the earlier of (i) three business (3) days after the date on which it is deposited in the mails, or (ii) the date on which it is received.

14. Assignment. If, at any time or times, by assignment or otherwise, the Secured Party transfers its interest in the Secured Obligations or other collateral therefor, such transfer shall carry with it the Secured Party's powers and rights under this Agreement with respect to the Secured Obligations and interest in other collateral so transferred, and the transferee shall become vested with said powers and rights whether or not they are specifically referred to in any instrument of transfer. If and to the extent that the Secured Party retains any portion of the Secured Obligations, or interest in other collateral, the Secured Party will continue to have the rights and powers herein set forth with respect thereto.

15. Amendment; Miscellaneous. The terms of this Agreement may be amended, modified or waived only with the written consent of the Debtor and the Secured Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations. In case a court of competent jurisdiction shall hold any provision in this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

16. Governing Law and Jurisdiction. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the Commonwealth of Virginia and the United States District Court for the District of Virginia, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 13 of this Agreement or as otherwise provided under the laws of the Commonwealth of Virginia.

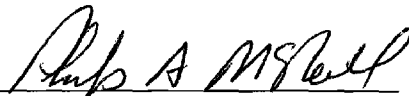
17. Subordination. This Agreement and the liens created hereby are subject in all respects to the Subordination and Intercreditor Agreement of even date by and among the Secured Party, the Debtor, and the agent for the Senior Lenders.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument as off the date first above written.

SECURED PARTY:

SPP MEZZANINE FUNDING II HOLDINGS, LLC

By: 

Name: Philip A. McNeill

Title: Managing Director

DEBTOR:

ISLAND OASIS COCKTAIL CO., INC.

By: _____

Name: J. Michael Herbert

Title: President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument as off the date first above written.

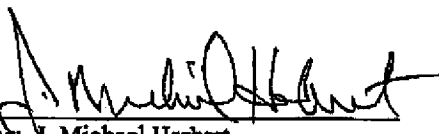
SECURED PARTY:

SPP MEZZANINE FUNDING II HOLDINGS, LLC

By: _____
Name: Philip A. McNeill
Title: Managing Director

DEBTOR:

ISLAND OASIS COCKTAIL CO., INC.

By: 
Name: J. Michael Herbert
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003774 FRAME: 0423

SCHEDULE C

Trademarks

See Attached.

Trademark	Client/Matter #/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
DESIGN (WAVE)	12002-2205/ United States of America	Registered 32 Int.	75/105926 17-May-1996	2117453 02-Dec-1997
<i>Goods:</i> Non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails.				
ISLAND OASIS	12002-2206/AU Australia	Registered 07 Int.	723448 05-Dec-1996	723448 07-Dec-1998
<i>Goods:</i> Class : 07 Int. Machines for making frozen drinks.				
ISLAND OASIS	12002-2218/7C China (Peoples Republic)	Pending 25 Int.	3746413 09-Oct-2003	
<i>Goods:</i> Class 25: Shirts, t-shirts, sweaters, jackets, hats and caps.				
ISLAND OASIS	12002-2218/5C China (Peoples Republic)	Registered 11 Int.	2000167914 01-Nov-2000	1682091 14-Dec-2001
<i>Goods:</i> Class : 11 Int. Machines for making ice-cream, beverage cooling equipment, machines and equipment for making ice, machines for making soft ice-cream (which contains ice cream or chopped ice with fruit or vegetables and other flavors).				
ISLAND OASIS	12002-2218/6C China (Peoples Republic)	Registered 30 Int.	2000167915 01-Nov-2000	1678945 07-Dec-2001
<i>Goods:</i> Class : 30 Int. Soft ice-cream, ice-cream, sorbets (ice), frozen yogurt, (confectionery), frozen yogurt (confectionery ices).				
ISLAND OASIS	12002-2218/1C China (Peoples Republic)	Registered 07 Int.	2000150117 27-Sep-200021-Jan-2002	1701718
<i>Goods:</i> Class : 7 Int. Machines for making smoothies, frozen cocktails, and frozen drinks.				
ISLAND OASIS	12002-2218/2C China (Peoples Republic)	Registered 32 Int.	2000150118 27-Sep-200014-Dec-2001	1683219
<i>Goods:</i> Class : 32 Int. Non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails, non-alcoholic frozen cocktails, non-alcoholic frozen beverages, fruit beverages, sorbets (beverages).				
ISLAND OASIS	12002-2218/3C China (Peoples Republic)	Registered 33 Int.	2000150119 27-Sep-200007-Dec-2001	1679348
<i>Goods:</i> Class : 33 Int. Frozen cocktails, alcoholic beverages (except for beer), alcoholic concentrate.				

Trademark	Client-Matter #/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ISLAND OASIS	12002-2218/4C China (Peoples Republic)	Registered 35 Int.	2000150120 27-Sep-200021-Apr-2002	1754531
<i>Goods:</i> Class : 35 Int. Sales promotions for others in the field of frozen cocktail concentrated bases, frozen drink made with ice-cream or chopped ice, fruit or vegetables and other flavors added and other frozen drinks; sales promotions for others in the field of machines for making frozen drinks; import and export agencies, sales promotions (for others).				
ISLAND OASIS	12002-2218/1R Costa Rica	Registered 07 Int., 33 Int., 42 Int.	6844-7978 02-Nov-2000	131214 17-Jan-2002
<i>Goods:</i> Class : 07 Int. Requires translation. Class : 33 Int. Requires translation. Class : 42 Int. Requires translation.				
ISLAND OASIS	12002-2218/2R Costa Rica	Registered 32 Int.	6829-7978 02-Nov-2000	131198 17-Jan-2002
<i>Goods:</i> Class : 32 Int. Requires translation.				
ISLAND OASIS	12002-2218/3O Dominican Republic	Pending 33 Int.	46065 13-Sep-2000	
<i>Goods:</i> Class 33: Frozen cocktails and other alcoholic beverages.				
ISLAND OASIS	12002-2218/1O Dominican Republic	Registered 07 Int.	46048 13-Sep-200030-Dec-2000	0116815
<i>Goods:</i> Class : 07 Int. (National Class 20) Machines for making smoothies, frozen cocktails, and other frozen drinks.				
ISLAND OASIS	12002-2218/4O Dominican Republic	Registered 42 Int.	46047 13-Sep-200030-Dec-2000	0117105
<i>Goods:</i> Class : 42 Int. Distributionship services in the field of frozen cocktail concentrated bases; distributionship services in the field of concentrated bases for smoothies and other frozen drinks.				

Trademark	Client-Matter #/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ISLAND OASIS	12002-2218/20 Dominican Republic	Registered 32 Int.	46049 13-Sep-200030-Dec-2000	0117032
Goods: Class : 32 Int. (Local Class 60) Non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails; non-alcoholic frozen cocktails and other frozen drinks; smoothie beverages consisting primarily of fruit base, ice, and ice cream or yogurt; smoothie beverages consisting primarily of fruit base and ice.				
ISLAND OASIS	12002-2206/EM European Community	Registered 07 Int.	000416222 05-Dec-1996	000416222 06-Oct-1998
Goods: Class : 07 Int. Machines for making frozen drinks; parts and fittings for the aforesaid goods.				
ISLAND OASIS	12002-2218/H1 Hong Kong	Registered 07 Int.	200020433 12-Sep-200025-May-2001	06198-2001
Goods: Class 7: Ice-shaving machines and blending machines for use in preparing cold beverages; machines for making smoothies, frozen cocktails, and other frozen drinks.				
ISLAND OASIS	12002-2218/H2 Hong Kong	Registered 32 Int.	200020434 12-Sep-200028-Jan-2004	00811-2004
Goods: Class 32: Non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails; non-alcoholic frozen cocktails and frozen drinks; smoothie beverages consisting primarily of fruit base, ice, and ice-cream or yogurt; smoothie beverages consisting primarily of fruit base and ice.				
ISLAND OASIS	12002-2218/H3 Hong Kong	Registered 33 Int.	200020435 12-Sep-200006-Aug-2002	10192/2002
Goods: Class 33: Frozen cocktails and other alcoholic beverages.				
ISLAND OASIS	12002-2218/H4 Hong Kong	Registered 35 Int.	200020436 12-Sep-200028-Jan-2004	00812-2004
Goods: Class 35: Wholesaling and retailing of frozen cocktail concentrated bases; wholesaling and retailing of concentrated bases for smoothies and frozen drinks.				
ISLAND OASIS	12002-2218/D3 Indonesia	Registered 33 Int.	D00-26341 07-Nov-2000	490630 18-Sep-2001
Goods: Class : 33 Int. Frozen cocktails and other alcoholic beverages.				

Trademark List

Trademark	Client-Matter #/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
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ISLAND OASIS	12002-2218/D2 Indonesia	Registered 32 Int.	D00-26340 07-Nov-2000	490629 18-Sep-2001
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Goods: Class : 32 Int.
Non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails; non-alcoholic frozen cocktails and other frozen drinks; smoothie beverages consisting primarily of fruit base, ice, and ice cream or yogurt; smoothie beverages consisting primarily of fruit base and ice.

ISLAND OASIS	12002-2218/D4 Indonesia	Registered 42 Int.	J00-26342 07-Nov-2000	490631 18-Sep-2001
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Goods: Class : 42 Int.
Distributorship services in the field of frozen cocktail concentrated bases; distributorship services in the field of concentrated bases for smoothies and other frozen drinks.

ISLAND OASIS	12002-2218/D1 Indonesia	Registered 07 Int.	D00-26339 07-Nov-2000	490628 18-Sep-2001
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Goods: Class : 7 Int.
Machines for making smoothies, frozen cocktails, and other frozen drinks.

ISLAND OASIS	12002-2218/JP Japan	Registered 07 Int., 33 Int.	2000-100482 13-Sep-2000/22-Nov-2001	4524248
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Goods: Class : 7 Int.
Machines for making smoothies, frozen cocktails, and other frozen drinks.

Class : 33 Int.
Frozen cocktails and other alcoholic beverages.

ISLAND OASIS	12002-2218/KR Korea, Republic of	Registered 07 Int., 35 Int.	2000-4396 09-Sep-2000/18-Sep-2002	0006271
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Goods: Class : 7 Int.
Machines for making smoothies, machines for making frozen cocktails, machines for making frozen drinks.

Class : 35 Int.
Distributorship services in the field of frozen cocktail concentrated bases; distributorship services in the field of concentrated bases for smoothies; distributorship services in the field of frozen cocktail concentrated bases for frozen drinks.

ISLAND OASIS	12002-2218/1M Malaysia	Pending 07 Int.	2000-13257 22-Sep-2000	
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Goods: Class 7:
Machines for making frozen drinks comprising a blender and an ice shaver for commercial use.

Trademark List

Trademark	Client-Matter #/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ISLAND OASIS	12002-2218/4M Malaysia	Pending 35 Int.	2000-13260 22-Sep-2000	
Goods: Class 35: Distributorship services in the field of frozen cocktail concentrated bases; distributorship services in the field of concentrated bases for smoothies and other frozen drinks.				
ISLAND OASIS	12002-2218/3M Malaysia	Registered 33 Int.	2000/13258 22-Sep-200022-Sep-2000	00013258
Goods: Class : 33 Int. Frozen cocktails and other alcoholic beverages.				
ISLAND OASIS	12002-2218/2M Malaysia	Registered 32 Int.	2000/13259 22-Sep-200022-Sep-2000	00013259
Goods: Class : 32 Int. Non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails; non-alcoholic frozen cocktails and other frozen drinks; smoothie beverages consisting primarily of fruit base, ice, and ice cream or yogurt; smoothie beverages consisting primarily of fruit base and ice.				
ISLAND OASIS	12002-1100/ Massachusetts	Registered 32 Int.	52039 03-Mar-1986	66841 14-Mar-1986
Goods: Bases for frozen drinks both alcoholic and non-alcoholic.				
ISLAND OASIS	12002-1101/ Massachusetts	Registered 42 Int.	03-Mar-1986	66842 14-Mar-1986
Goods: Distribution and rental of frozen drink machines.				
ISLAND OASIS	12002-2200/M1 Mexico	Registered 32 Int.	208314 12-Aug-1994	475545 29-Sep-1994
Goods: Class : 32 Int. Non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails.				
ISLAND OASIS	12002-2200/M2 Mexico	Registered 39 Int.	208313 12-Aug-1994	475544 29-Sep-1994
Goods: Class : 39 Int. Distributorship services in the field of frozen cocktail concentrated bases.				
ISLAND OASIS	12002-2206/MX Mexico	Registered 07 Int.	281730 09-Dec-1996	578881 18-Jun-1998
Goods: Class : 07 Int. Machines for making frozen drinks.				

Trademark List

Trademark	Client-Matter #/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ISLAND OASIS	12002-2234/N0 Norway	Pending 07 Int., 32 Int., 33 Int., 42 Int.	200509769 26-Sep-2005	
<i>Goods:</i> Class : 07 Int. Machines for making frozen drinks and smoothies.				
Class : 32 Int. Smoothies, non-alcoholic frozen cocktails, and frozen drinks; non-alcoholic concentrates and bases used in making smoothies, alcoholic frozen drinks, and non-alcoholic frozen drinks.				
Class : 33 Int. Prepared frozen alcoholic cocktails for consumption on the premises.				
Class : 42 Int. Distributorship services in the field of smoothie and frozen drink concentrates and bases.				
ISLAND OASIS	12002-2218/P1 Panama	Registered 07 Int.	111791 11-Dec-2000	11179101 11-Dec-2000
<i>Goods:</i> Class : 07 Int. Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); agricultural implements other than hand-operated; incubators for eggs.				
ISLAND OASIS	12002-2218/P4 Panama	Registered 42 Int.	111794 11-Dec-2000	11179401 11-Dec-2000
<i>Goods:</i> Class : 42 Int. Distributorship services in the field of frozen cocktail concentrated bases; distributorship services in the field of concentrated bases for smoothies and other frozen drinks.				
ISLAND OASIS	12002-2218/P2 Panama	Registered 32 Int.	111792 11-Dec-2000	111792 29-May-2002
<i>Goods:</i> Class : 32 Int. Goods require translation.				
ISLAND OASIS	12002-2218/P3 Panama	Registered 33 Int.	111793 11-Dec-2000	11179301 11-Dec-2000
<i>Goods:</i> Class : 33 Int. Frozen cocktails and other alcoholic beverages.				

Trademark	Client-Matter #/Subcase	Status	Application Number/Date	Registration Number/Date
ISLAND OASIS	12002-2218/G2P	Published	4-2004-06385	
	Philippines	07 Int., 32 Int., 42 Int.	19-Jul-2004	
	Goods: Class 7:			
	Machines for making frozen drinks comprising a blender and an ice shaver for commercial use.			
	Class 32:			
	Non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails.			
	Class 42:			
	Distributorship services in the field of frozen cocktail concentrated bases.			
ISLAND OASIS	12002-2218/G3	Registered	T00/16390G	T00/16390G
	Singapore	32 Int.	15-Sep-200023-Aug-2005	
	Goods: Class : 32 Int.			
	Non-alcoholic concentrate in making cocktails; non-alcoholic frozen cocktails and non-alcoholic frozen drinks; smoothie beverages consisting primarily of fruit base, ice, and ice cream or yoghurt; smoothie beverages consisting primarily of fruit base and ice.			
ISLAND OASIS	12002-2218/G4	Registered	T00/16392C	T00/16392C
	Singapore	35 Int.	15-Sep-200015-Sep-2000	
	Goods: Class : 35 Int.			
	The bringing together, for the benefit of others, of a variety of frozen cocktail concentrated bases and concentrated bases for smoothies and other frozen drinks, enabling customers to conveniently view and purchase those goods from the global communications network.			
ISLAND OASIS	12002-2218/G1	Registered	T00/16389C	T00/16389C
	Singapore	07 Int.	15-Sep-200015-Sep-2000	
	Goods: Class : 7 Int.			
	Machines for making smoothies, frozen cocktails, and other frozen drinks (electric).			
ISLAND OASIS	12002-2218/G2	Registered	T00/16391E	T00/16391E
	Singapore	33 Int.	15-Sep-200015-Sep-2000	
	Goods: Class : 33 Int.			
	Frozen cocktails [alcoholic content of more than 1.2 percent (by volume)]; alcoholic beverages (except beer).			
ISLAND OASIS	12002-2200/	Registered	73/586130	1662686
	United States of America	32 Int.	05-Mar-1986	29-Oct-1991
	Goods: Non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails.			

Trademark	Client-Matter #/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ISLAND OASIS	I2002-2201/ United States of America	Registered 42 Int.	73/586129 05-Mar-1986	1662032 22-Oct-1991
<i>Goods:</i> Distributorship services in the field of frozen cocktail concentrated bases.				
ISLAND OASIS	I2002-2206/ United States of America	Registered 07 Int.	75/116285 10-Jun-1996	2083591 29-Jul-1997
<i>Goods:</i> Machines for making frozen drinks comprising a blender and an ice shaver for commercial use.				
ISLAND OASIS	I2002-2208/ United States of America	Registered 32 Int.	75/671503 31-Mar-1999	3099575 06-Jun-2006
<i>Goods:</i> Smoothie beverages consisting primarily of fruit base, ice, and ice cream or yogurt; smoothie beverages consisting primarily of fruit base and ice.				
ISLAND OASIS	I2002-2215/ United States of America	Registered 32 Int.	75/879624 23-Dec-1999	3099578 06-Jun-2006
<i>Goods:</i> Smoothies, non-alcoholic frozen cocktails, and frozen soft drinks.				
ISLAND OASIS	I2002-2216/ United States of America	Registered 33 Int.	75/879558 23-Dec-1999	2577180 11-Jun-2002
<i>Goods:</i> Frozen prepared alcoholic cocktails for consumption on the premises.				
ISLAND OASIS	I2002-2219/ United States of America	Registered 32 Int.	76/249629 01-May-2001	2581768 18-Jun-2002
<i>Goods:</i> Non-alcoholic bloody Mary mix.				
ISLAND OASIS	I2002-2220/ United States of America	Registered 25 Int.	78/118187 28-Mar-2002	2756107 26-Aug-2003
<i>Goods:</i> Shirts, t-shirts, sweaters, jackets, hats, and caps.				
ISLAND OASIS	I2002-2235/ United States of America	Pending 16 Int., 35 Int.	77/044555 15-Nov-2006	
<i>Goods:</i> Class : 16 Int. Food kiosk services, street vendor services featuring smoothies and other beverages.				

Trademark List

Trademark	Client-Matter #/Subcase	Status	Application Number/Date	Registration Number/Date
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ISLAND ORIGINALS

12002-2231/AU	Australia	Registered	1077019	1077019
		11 Int., 32 Int., 33 Int., 35 Int.	22-Sep-200508-Aug-2006	

Goods: Class : 11 Int.
Machines for making frozen drinks and smoothies.

Class : 32 Int.
Non-alcoholic smoothies and frozen drinks; non-alcoholic concentrates and bases used in making smoothies, and non-alcoholic frozen drinks.

Class : 33 Int.
Alcoholic frozen drinks, prepared frozen alcoholic cocktails for consumption on the premises.

Class : 35 Int.
Distributorship services in the field of smoothie and frozen drink concentrates and bases.

ISLAND ORIGINALS

12002-2231/B2	Brazil	Pending	827608330	
		35 Int.	21-Jul-2005	

Goods: Class : 35 Int.
Machines for making frozen drinks and smoothies; non-alcoholic smoothies and frozen drinks; non-alcoholic concentrates and bases used in making smoothies, alcoholic frozen drinks, and non-alcoholic frozen drinks; prepared frozen alcoholic cocktails for consumption on the premises; distributorship services in the field of smoothie and frozen drink concentrates and bases.

ISLAND ORIGINALS

12002-2231/B3	Brazil	Published	827787650	
		33 Int.	23-Sep-2005	

Goods: Class : 32 Int.

Machines for making frozen drinks and smoothies; non-alcoholic smoothies and frozen drinks; non-alcoholic concentrates and bases used in making smoothies, alcoholic frozen drinks, and non-alcoholic frozen drinks; prepared frozen alcoholic cocktails for consumption on the premises; distributorship services in the field of smoothie and frozen drink concentrates and bases.

ISLAND ORIGINALS


12002-2231/CA	Canada	Pending	1260567	
			09-Jun-2005	

Goods: WARES:

Machines for making frozen drinks and smoothies; non-alcoholic smoothies and frozen drinks; non-alcoholic concentrates and bases used in making smoothies, alcoholic frozen drinks, and non-alcoholic frozen drinks; prepared frozen alcoholic cocktails for consumption on or off the premises; distributorship services in the field of smoothie and frozen drink concentrates and bases.

Trademark	Client-Matter #/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ISLAND ORIGINALS	12002-2231/O3 Colombia	Registered 35 Int.	05068464 12-Jul-2005	312066 21-Feb-2006
	<i>Goods:</i> Class : 35 Int. Distributorships service in the field of smoothies and frozen drink concentrates and bases.			
ISLAND ORIGINALS	12002-2231/O2 Colombia	Registered 33 Int.	05068462 12-Jul-2005	312054 21-Feb-2006
	<i>Goods:</i> Class : 33 Int. Alcoholic frozen drinks, prepared frozen alcoholic cocktails for consumption on the premises.			
ISLAND ORIGINALS	12002-2231/O1 Colombia	Registered 32 Int.	05068463 12-Jul-2005	312051 21-Feb-2006
	<i>Goods:</i> Class 32 Int. Non alcoholic smoothies and frozen drinks; non alcoholic concentrates and bases used in making smoothies and non alcoholic frozen drinks.			
ISLAND ORIGINALS	12002-2231/EM European Community	Registered 29 Int., 30 Int., 32 Int., 33 Int., 35 Int., 43 Int.	4548608 19-Jul-2005	004548608 08-Jul-2006
	<i>Goods:</i> Class : 29 Int. Drinks made of substances included in this class (for example, malted food drinks, drinks made from dairy products, etc.)			
	Class : 30 Int. Drinks made of substances included in this class (for example, coffee, tea, cocoa or chocolate drinks including instant drinks, etc.)			
	Class : 32 Int. Non-alcoholic mixed fruit drinks, fruit juices, frozen concentrates fruit drinks, part frozen slush drinks, sport drinks and smoothies, syrups, bases, concentrates and other preparations for making beverages.			
	Class : 33 Int. Low-alcohol drinks and alcoholic drinks (alcoholic drinks other than beers).			
	Class : 35 Int. Wholesaling and distributorship services, import-export of alcoholic and non-alcoholic drinks, advertising services.			
	Class : 43 Int. Services consisting of providing food products and drinks.			

Schedule C Addendum

Jurisdiction	Mark	Status	Registration (Application) No.	Goods/Services	Owner
United States	BRING THE ISLAND HOME	Pending	(77-380931)	(Int'l Class: 7) Machines for making frozen drinks comprising a blender and an ice shaver for commercial use; non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails; non-alcoholic bloody mary mix; smoothies, non-alcoholic frozen cocktails, and frozen soft drinks; frozen prepared alcoholic cocktails for consumption on the premises	Island Oasis Frozen Cocktail Company, Inc. (Massachusetts Corp.) 141 Norfolk Street Walpole Massachusetts, 02081
United States	ISLAND OASIS	Registered	3,394,000	(Int'l Class: 35) Food kiosk services, street vendor services featuring smoothies and other beverages	Island Oasis Frozen Cocktail Company, Inc. (Massachusetts Corp.) 141 Norfolk Street Walpole Massachusetts, 02081
United States	ISLAND OASIS SMOOTHIES and Design 	Registered	3,099,574	(Int'l Class: 32) Smoothie beverages consisting primarily of fruit base, ice, and ice cream or yogurt; smoothie beverages consisting primarily of fruit base and ice	Island Oasis Frozen Cocktail Company, Inc. (Massachusetts Corp.) 141 Norfolk Street Walpole Massachusetts, 02081

Jurisdiction	Mark	Status	Registration (Application) No.	Goods/Services	Owner
United States	ISLAND ORIGINALS	Pending	(78-513366)	(Int'l Class: 7) Machines for making frozen drinks and smoothies (Int'l Class: 32) Non-alcoholic smoothies and frozen drinks; non-alcoholic concentrates and bases used in making smoothies, alcoholic frozen drinks, and non-alcoholic frozen drinks (Int'l Class: 33) Prepared frozen alcoholic cocktails for consumption on the premises (Int'l Class: 35) Distributorship services in the field of smoothie and frozen drink concentrates and bases	Island Oasis Frozen Cocktail Company, Inc. (Massachusetts Corp.) 141 Norfolk Street Walpole Massachusetts, 02081
United States	ISLAND ORIGINALS	Pending	(77-091971)	(Int'l Class: 25) Shirts, t-shirts, sweaters, jackets, hats, and caps	Island Oasis Frozen Cocktail Company, Inc. (Massachusetts Corp.) 141 Norfolk Street Walpole Massachusetts, 02081
United States	THE SMOOTHIE WITH AN "E" (FOR EXCELLENT)	Registered	2,314,734	(Int'l Class: 32) Smoothie beverages consisting primarily of fruit base, ice, and ice cream or yogurt; smoothie beverages consisting primarily of fruit base and ice	Island Oasis Frozen Cocktail Co., Inc. (Massachusetts Corp.)
United States	THE TASTE OF PARADISE	Pending	(77-380927)	(Int'l Class: 7) Machines comprising a blender and an ice shaver for commercial use; non-alcoholic concentrate used in making alcoholic or non-alcoholic cocktails; non-alcoholic bloody mary mix; smoothies, non-alcoholic frozen cocktails, and frozen soft drinks; frozen prepared alcoholic cocktails for consumption on the premises	Island Oasis Frozen Cocktail Company, Inc. (Massachusetts Corp.) 141 Norfolk Street Walpole Massachusetts, 02081

Jurisdiction	Mark	Status	Registration (Application) No.	Goods/Services	Owner
United States	WORLD'S FINEST FROZEN DRINK	Registered	3,257,235	(Int'l Class: 32) Smoothies and non-alcoholic frozen drinks for consumption on or off the premises; non-alcoholic juice bases and concentrates used in making smoothies and non-alcoholic frozen drinks	Island Oasis Frozen Cocktail Company, Inc. (Massachusetts Corp.) 141 Norfolk Street Walpole Massachusetts, 02081