

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
Chatam International Incorporated		07/16/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Norton J Sky Cooper
Street Address:	4643 Bocaire Boulevard
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0435863	JACQUIN
Registration Number:	1245562	JACQUIN'S
Registration Number:	2945826	ORIGINAL BARTENDERS COCKTAILS
Registration Number:	2161086	ORIGINAL BARTENDERS COCKTAILS
Registration Number:	2730859	ORIGINAL BARTENDERS COCKTAILS DULCE DE LECHE
Registration Number:	2103842	HOT SEX
Registration Number:	1300868	ORIGINAL PENNSYLVANIA DUTCH
Serial Number:	77149260	PENNSYLVANIA DUTCH BRANDIED APPLE CIDER

CORRESPONDENCE DATA

Fax Number: (215)425-9438
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-425-9300
 Email: plewis@jacquins.com
 Correspondent Name: Paul M. Lewis, Esquire
 Address Line 1: 2633 Trenton Avenue

CH \$215.00 0435863

Address Line 4: Philadelphia, PENNSYLVANIA 19125

ATTORNEY DOCKET NUMBER:	SECURITY INTEREST COOPER
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NAME OF SUBMITTER:	Paul M. Lewis
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Signature:	/paul m. lewis/
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Date:	10/21/2008
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Total Attachments: 4
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SECURITY AGREEMENT

1. Grant. As of this 16th day of July, 2008, Chatam International Incorporated, a Delaware corporation with its principal place of business at 1105 N. Market Street, Wilmington, Delaware 19801 (hereinafter called "**Debtor**"), for valuable consideration, receipt whereof is acknowledged, grants to Norton J. Sky Cooper, an individual, 4643 Bocaire Boulevard, Boca Raton, Florida 33487, (hereinafter called "**Secured Party**") a security interest to the Secured Party in the following described property and interests in property of Debtor (hereinafter called the "**Collateral**"):

United States Trademark Registrations and Allowed Application as
appears in the attached Schedule "A"

to secure payment of the following obligations of Debtor to Secured Party (all hereinafter called the "**Obligations**"):

(i) All obligations and liabilities of Debtor to Secured Party (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, or by oral agreement or operation of law or otherwise.

2. Warranties and Covenants of Debtor. Debtor warrants and covenants that:

(a) Except for the security interest granted hereby Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. The Debtor shall immediately notify the Secured Party in writing of any change in name, address, identity or corporate structure from that shown in this Agreement and shall also upon demand furnish to the Secured Party such further information and shall execute and deliver to Secured Party such financing statements and other documents in form satisfactory to Secured Party and shall do all such acts and things as Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no adverse liens or encumbrances; and Debtor will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable. A carbon, photographic or other reproduction of this agreement is sufficient as a financing statement.

(c) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party.

(d) Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance and shall not use the Collateral in violation of any statute or ordinance.

3. Additional Rights of Parties. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral. To the extent permitted by applicable law, Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. Until default Debtor may have use of the Collateral in any lawful manner not inconsistent with this agreement.

4. Events of Default. Debtor shall be in default under this agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment or performance of any of the Obligations or of any covenants or liabilities contained or referred to herein or in any of the Obligations; (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) dissolution, termination of existence, filing by Debtor or by any third party against Debtor of any petition under any Federal bankruptcy statute, insolvency, business failure, appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by, Debtor.

5. Remedies. UPON DEFAULT AND AT ANY TIME THEREAFTER, SECURED PARTY MAY DECLARE ALL OBLIGATIONS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE THE REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE OF DELAWARE including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof and the Secured Party shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Debtor's right of redemption in satisfaction of the Debtor's Obligations as provided in the Uniform Commercial Code of Delaware. Secured Party will give Debtor at least 10 days' notice 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. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least ten days before the time of the sale or disposition. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorney's fees and legal expenses incurred by Secured Party, shall be applied in satisfaction of the Obligations secured hereby. The Secured Party will account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency.

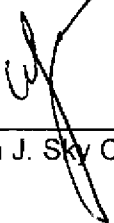
The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Delaware shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

6. General. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall become effective when it is signed by Debtor.

All rights of the Secured Party in, to and under this agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Secured Party gives notice to the Debtor of an assignment of said rights, upon such notice the liability of the Debtor to the assignee shall be immediate and absolute. The Debtor will not set up any claim against the Secured Party as a defense, counterclaim or set-off to any action brought by any such assignee for the unpaid balance owed hereunder or for the possession of the Collateral, provided that Debtor shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.


Secured Party:



Norton J. Sky Cooper

Debtor:

Chatam International Incorporated

By: 

Its: Treasurer

SCHEDULE "A"

CHATAM'S TRADEMARKS

Registration/ Serial No.	Country of Registration	Trademark Name	Expiration	IC
435863	US	Jacquin	01/13/2018	33
1245562	US	Jacquin's	07/12/2013	33
2945826	US	Original Bartenders Cocktails	05/03/2015	33
2161086	US	Original Bartenders Cocktails	05/26/2018	33
2730859	US	Original Bartenders Cocktails Dulce de Leche	06/24/2013	33
2103842	US	Hot Sex	10/07/2017	33
1300868	US	Original Pennsylvania Dutch	10/16/2014	33
77149260	US	Pennsylvania Dutch Brandied Apple Cider	Allowed 06/24/08	33