

Form PTO-1594 (Rev. 10-08)  
 OMB Collection 0651-0027 (exp. 11/30/2008)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>SECURITY ATLANTIC LEASING LLC</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>SOVEREIGN BANK</u>                  Internal                  Address: <u>CENTER SQUARE EAST</u>                  Street Address: <u>1500 MARKET STREET</u>                  City: <u>PHILADELPHIA</u>                  State: <u>PA</u>                  Country: <u>USA</u>      Zip: <u>19102</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>MAY 7, 2008</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)                  B. Trademark Registration No.(s)                  3033342      3400420      3168155</p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b></p> <p>CUBA LIBRE      CUBA LIBRE      VINO NOIR</p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>PAUL H. SHUR ESQ.</u>                  Internal Address: <u>SILLS CUMMIS &amp; GROSS P.C.</u>                  Street Address: <u>650 COLLEGE ROAD EAST</u>                  City: <u>PRINCETON</u>                  State: <u>NJ</u>      Zip: <u>08540</u>                  Phone Number: <u>609-227-4665</u>                  Fax Number: <u>609-227-4646</u>                  Email Address: <u>PSHUR@SILLSCUMMIS.COM</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">3</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>90.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p>
<p><b>8. Payment Information:</b></p> <p>Deposit Account Number <u>03-1250</u>                  Authorized User Name <u>PAUL H. SHUR</u></p>	
<p><b>9. Signature:</b> _____      11-7-08                  Signature      Date  <u>PAUL H. SHUR</u>                  Name of Person Signing</p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">3</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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**FIRST ADDENDUM TO TRADEMARK  
AND  
TRADENAME  
SECURITY AGREEMENT AND MORTGAGE**

THIS FIRST ADDENDUM TO TRADEMARK AND TRADENAME SECURITY AGREEMENT AND MORTGAGE (the "Addendum") is made as of this 7<sup>th</sup> day of MAY, 2008 by **SECURITY ATLANTIC LEASING, LLC**, a Pennsylvania limited liability company with its principal place of business located at 520 North Christopher Columbus Blvd., Suite 303, Philadelphia PA 19123 (the "Grantor") in favor of **SOVEREIGN BANK**, with an office located at Center Square East, 1500 Market Street, Philadelphia PA 19102 (the "Lender").

**WHEREAS**, the Grantor and the Lender have enter into a certain Revolving Loan, Mortgage Loan and Security Agreement dated February 29, 2008 (said Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time being the "Loan Agreement") (any capitalized terms used, but not specifically defined herein, have the meaning provided for such terms in the Loan Agreement); and

**WHEREAS**, the Lender and Grantor entered into a Trademark and Tradename Security Agreement and Mortgage (the "Security Agreement") dated February 29, 2008, pursuant to which Grantor granted Lender a security interest, first in priority, upon certain collateral described in Schedule A to the Security Agreement (the "Security Atlantic Collateral"), including the trademarks "32° Thirty Two", "Brulee" and "The Cocktail Nation" (the "Security Atlantic Marks");

**WHEREAS**, the Lender and Thursday Enterprises LLC ("Thursday"), a co-borrower under the Loan Agreement, entered into a Trademark and Tradename Security Agreement and Mortgage dated February 29, 2008, pursuant to which Thursday granted Lender a security interest, first in priority, upon the trademarks "Cuba Libre", registered with the United States Patent and Trademark Office ("USPTO") at Reg. No. 3033342, and "Cuba Libre", USPTO Serial No. 76403255 (collectively, the "Thursday Marks");

**WHEREAS**, the Lender and Libre Management LLC ("Libre"), a co-borrower under the Loan Agreement, entered into a Trademark and Tradename Security Agreement and Mortgage dated February 29, 2008, pursuant to which Libre granted Lender a security interest, first in priority, upon the trademark "Vino Noir", registered with the USPTO at Reg. No. 3168155 (the "Libre Mark");

**WHEREAS**, on March 20, 2008, Thursday assigned all of its rights, title and interest in the Thursday Marks to Grantor;

**WHEREAS**, on March 20, 2008, Libre assigned all of its rights, title and interest in the Libre Mark to Grantor;

**WHEREAS**, the parties wish to amend the terms of the Security Atlantic Security Agreement to include the Thursday Marks and the Libre Mark as Security Atlantic Collateral pursuant to the terms contained in this Addendum.

**NOW THEREFORE**, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. Schedule A. Schedule A of the Security Agreement shall be modified to include the following trademarks:

<u>Registration Number</u>	<u>Serial Number</u>	<u>Mark</u>
3033342	76268250	Cuba Libre
	76403255	Cuba Libre
3168155	78760859	Vino Noir

2. Entire Agreement. The Security Agreement and this Addendum constitute the entire, full, and complete agreement between the parties concerning the granting and conveying to the Lender a security interest, first in priority, upon the Security Atlantic Collateral and supersedes any and all prior agreements. In the event of a conflict between the terms of the Security Agreement and the terms of this Addendum, the terms of this Addendum shall control. Except as amended hereby, all the other terms and conditions of the Security Agreement are ratified and confirmed. Intending to be legally bound, the parties hereby execute this Addendum on the date set forth above.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Mortgage to be duly executed as of the day and year first above written.

Witness:

  
 Print Name: AIMEE TRAN  
 Title: EXECUTIVE ASSISTANT

SECURITY ATLANTIC LEASING LLC

By:   
 Print Name: BARRY GUTIN  
 Title: PRESIDENT