

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
Drew Estate Holding Company, LLC		04/23/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Gerber Finance Inc.
Street Address:	488 Madsion Avenue
Internal Address:	Suite 800
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	2440808	ACID
Registration Number:	3313061	ADOBE
Registration Number:	3182033	GOURMET BLENDED CIGARS
Registration Number:	2604842	INDUSTRIAL PRESS
Registration Number:	3080344	INFUSION
Registration Number:	3245367	JAVA BY DREW ESTATE
Registration Number:	3370675	KUBA CIGARS
Registration Number:	2797152	LA VIEJA HABANA
Registration Number:	3482281	LIGA PRIVADA NO. 9
Registration Number:	2561295	NATURAL BY DREW ESTATE
Registration Number:	3010365	SUBCULTURE
Registration Number:	3313832	WAFE
Serial Number:	77916992	ACID BLACK

CH \$1340.00 2440808

900166904

**TRADEMARK
 REEL: 004241 FRAME: 0782**

Serial Number:	77819379	ACID BLUNTS
Serial Number:	78952633	ACID CIGARS
Serial Number:	77819590	ACID FAT TIPS
Serial Number:	77040658	AMSTERDAM BLUNTS
Serial Number:	77500917	BIN
Serial Number:	77500869	BIN 208
Serial Number:	77020461	BROOKLYN BLUNT FACTORY
Serial Number:	78758145	BURNERS
Serial Number:	77327580	BURNERS
Serial Number:	78799184	CHÂTEAU REAL
Serial Number:	77517928	THE REBIRTH OF CIGARS ESTELI NICARAGUA CIGAR SAFARI
Serial Number:	77500755	CIRCA
Serial Number:	77917056	DIRTY RAT
Serial Number:	77190380	DONK
Serial Number:	77155287	DREW ESTATE
Serial Number:	77198992	DREW ESTATE
Serial Number:	77517849	DREW ESTATE INFUSED
Serial Number:	77517642	DREW ESTATE INFUSION
Serial Number:	77917074	FLYING PIG
Serial Number:	77819435	GET LIT
Serial Number:	78952693	HOME GROWN
Serial Number:	78679802	INFUSED CIGARS
Serial Number:	78979742	INFUSED CIGARS
Serial Number:	78981290	INFUSED CIGARS
Serial Number:	77323845	KRUSH CLASSIC
Serial Number:	77327512	KRUSH CLASSIC
Serial Number:	77099522	KUBA KUBA
Serial Number:	77840485	KUBA KUBA BY DREW ESTATE
Serial Number:	77198918	LA GRAN FABRICA DREW ESTATE, S.A.
Serial Number:	77686133	LA VIEJA
Serial Number:	77192124	LIGA PRIVADA
Serial Number:	77686147	LVH
Serial Number:	77392623	MADUROS DEL NORTE
Serial Number:	78952715	MASTER YOUR PASSIONS

Serial Number:	77233643	MINTHOL
Serial Number:	77633329	NICA RUSTICA
Serial Number:	77946199	RAZORBACK
Serial Number:	77550400	RONIN
Serial Number:	77355538	TABAK ESPECIAL
Serial Number:	78758433	THE REBIRTH OF CIGARS

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	446166
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/14/2010

Total Attachments: 15
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 23, 2010, is made by Drew Estate Holding Company LLC, a Delaware limited liability company ("Grantor"), in favor of GERBER FINANCE INC., a New York corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Drew Estate LLC ("Drew Estate"), the other credit parties thereto and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Drew Estate Loan Agreement"), Lender has agreed to make the loans for the benefit of Drew Estate;

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Half a Sandwich LLC ("HAS"), the other credit parties thereto and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "HAS Loan Agreement"), Lender has agreed to make loans for the benefit of HAS;

WHEREAS, each of Drew Estate and HAS are wholly owned subsidiaries of Grantor;

WHEREAS, Grantor has guaranteed the payment and performance of the obligations of Drew Estate and HAS to Lender pursuant to Guaranty Agreements dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty Agreements");

WHEREAS, to secure the obligations of Drew Estate and HAS to Lender and the obligations of Grantor under the Guaranty Agreements, Grantor is executing and delivering to Lender this Intellectual Property Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. (a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States of America or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing,

including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Drew Obligations” means the “Obligations” as such term is defined in the Drew Estate Loan Agreement.

“HAS Obligations” means the “Obligations” as such term is defined in the HAS Loan Agreement.

“Obligations” means collectively, the Drew Obligations and HAS Obligations and any and all obligations and liabilities of Grantor to Lender the Guaranty Agreements.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America 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 of America, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all 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 or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of any Drew Estate's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding

Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of the business of any of Grantor, Drew Estate or HAS is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

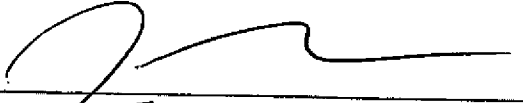
Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

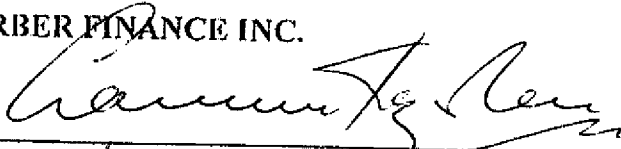
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DREW ESTATE HOLDING COMPANY LLC

By: 
Name: Jonathan Saun
Title: Chairman

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By: 
Name: LAURENCE KAPLOW
Title: EXECUTIVE VICE PRESIDENT

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See Attached

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See Attached

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See Attached

INTELLECTUAL PROPERTY

[Describe all Intellectual Property used or licensed]

1 -	ACID	United States	3/13/2000	75/942,912	4/3/2001	2,440,808	Section 8&9 Affidavit due 4/3/2010-4/3/2011
X	ACID	CTM	6/21/2000	1716745	3/18/2002	1716745	Renewal due 12/30/2010
X	ACID	Dominican Republic	1/14/2008	2008-860	5/27/2008	167158	Renewal due 11/27/2018
2 -	ACID BLACK	United States	1/21/2010	77/916,992			Foreign Filing Deadline 7/21/2010
3 -	ACID BLUNTS	United States	9/3/2009	77/819,379			Response to Office Action 6/15/2010
4 -	ACID CIGARS (and Design)	United States	8/15/2006	78/952,633			Statement of Use due 8/19/2010
5 -	ACID FAT TIPS	United States	9/3/2009	77/819,590			Response to Office Action 6/15/2010
6 -	ADOBE	United States	7/19/2004	76/603,215	10/16/2007	3,313,061	Section 8&15 Affidavit due 10/16/2012 -10/16/2013
7 -	AMSTERDAM BLUNTS	United States	11/9/2006	77/040,658			Statement of Use due 6/4/2010
8 -	BIN	United States	6/17/2008	77/500,917			Statement of Use due 7/28/2010
9 -	BIN208	United States	6/17/2008	77/500,869			Statement of Use due 8/4/2010
10 -	BROOKLYN BLUNT FACTORY	United States	10/13/2006	77/020,461			Statement of Use due 4/21/2010

11-	BURNERS	United States	11/21/2005	78/758,145			Statement of Use due Final 5/29/2010
12-	BURNERS	United States	11/12/2007	77/327,580			Statement of Use due 8/12/2010
13-	CHATEAU REAL	United States	1/25/2006	78/799,184	1/8/2008	3,366,928	Section 8&15 Affidavit due 1/8/2013 - 1/8/2014
14-	CIGAR SAFARI & DESIGN	United States	7/9/2008	77/517,928			Published 12/15/2009
15-	CIRCA	United States	6/17/2008	77/500,755			Statement of Use Due 7/28/2010
16-	DIRTY RAT	United States	1/21/2010	77/916,256			Foreign Filing Deadline 7/21/2010
17-	DONK	United States	5/25/2007	77/190,380			Statement of Use due 7/22/2010
18-	DREW ESTATE	United States	4/12/2007	77/155,287			Statement of Use due 5/20/2010
X	DREW ESTATE	CTM	9/24/2007	6304109	9/24/2007	6304109	Renewal due 9/24/2017
X	DREW ESTATE	Dominican Republic	1/14/2008	2008-861	5/15/2008	167111	Renewal due 11/15/2018
19-	DREW ESTATE (and Design)	United States	6/6/2007	77/198,992			Statement of Use Due 7/22/2010
X	DREW ESTATE (and Design)	CTM	9/24/2007	6304067	9/24/2007	6304067	Renewal due 9/24/2017
20-	DREW ESTATE INFUSED	United States	7/9/2008	77/517,849			Statement of Use Due 8/18/2010
21-	DREW ESTATE INFUSION	United States	7/9/2008	77/517,642			Statement of Use Due 8/18/2010
22-	FLYING PIG	United States	1/21/2010	77/917,074			Foreign Filing Deadline 7/21/2010
23-	GET LIT	United States	9/3/2009	77/819,435			Response to Office

							Action Due 6/15/2010
24-	GOURMET BLENDED CIGARS	United States	1/4/2005	76/626,914	12/5/2006	3,182,033	Section 8&15 Affidavit due 12/5/2011 - 12/5/2012
25-	HOME GROWN	United States	8/15/2006	78/952,693			Statement of Use due 6/18/2010
26-	INDUSTRIAL PRESS	United States	12/10/2001	76/346,424	8/6/2002	2,604,842	Section 8& 9 Affidavit due 8/6/2011- 8/6/2012
27-	INFUSED CIGARS	United States	7/27/2005	78/679,802			Response to Office Action Due 8/18/2010
28-	INFUSED CIGARS	United States	7/7/2008	78/979,742			Registration Refusal Affirmed
29-	INFUSED CIGARS	United States	7/27/2005	78/981,290			Response to Office Action due 8/18/2010
30-	INFUSION	United States	1/30/2003	78/209,037	4/11/2006	3,080,344	Section 8&15 Affidavit due 4/11/2011 - 4/11/2012
31-	JAVA BY DREW ESTATE	United States	8/26/2004	78/474,238	5/22/2007	3,245,367	Section 8&15 Affidavit due 5/22/2012 - 5/22/2013
32-	KRUSH CLASSIC	United States	11/7/2007	77/323,845			Pending
33-	KRUSH CLASSIC	United States	11/12/2007	77/327,512			Pending
34-	KUBA KUBA	United States	2/5/2007	77/099,522			Pending
35-	KUBA KUBA BY DREW ESTATE	United States	10/2/2009	77/840,485			Foreign Filing Deadline 4/2/2010; Response to Office Action 6/15/2010

36-	KUBA CIGARS and Design	United States	4/24/2006	78/868,144	1/15/2008	3,370,675	Section 8&15 Affidavit due 1/15/2013 - 1/15/2014
37-	LA GRAN FABRICA DREW ESTATE	United States	6/6/2007	77/198,918			Statement of Use Due 3/16/2010
38-	LA VIEJA	United States	3/9/2009	77/686,133			Response to Office Action Due 6/3/2010
39-	LA VIEJA HABANA	United States	12/16/2002	76/475,618	12/23/2003	2,797,152	Registration Cancelled
40-	LIGA PRIVADA	United States	5/29/2007	77/192,124			Statement of Use Due 8/10/2010
41-	LIGA PRIVADA NO. 9	United States	1/25/2006	78/799,207	8/5/2008	3,482,281	Section 8&15 Affidavit due 8/5/2013- 8/5/2014
42-	LVH	United Staes	3/9/2009	77/686,147			Response to Office Action due 6/3/2010
43-	MADUROS DEL NORTE	United States	2/8/2008	77/392,623			Published for Opposition 1/19/2010
44-	MASTER YOUR PASSIONS	United States	8/15/2006	78/952,715			Statement of Use due 5/20/2010
45-	MINTHOL	United States	7/19/2007	77/233,643			Statement of Use due 3/23/2010
46-	NATURAL BY DREW ESTATE	United Sates	7/10/2000	76/085,616	4/16/2002	2,561,295	Section 8& 9 Affidavit due 4/16/2011- 4/16/2012
X	NATURAL BY DREW ESTATE	CTM	8/23/2000	1843184	10/21/2001	1843184	Renewal period opens 2/23/2010

47-	NICA RUSTICA	United States	12/15/2008	77/633,329			Prosecution suspended by USPTO
48-	RAZORBACK	United States	2/26/2010	77/946,199			Pending
49-	RONIN	United States	8/19/2008	77/550,400			Statement of Use Due 7/28/2010
50-	SUBCULTURE (Block Letters)	United States	9/30/2004	76/609,856	11/1/2005	3,010,365	Section 8&15 Affidavit due 11/1/2010- 11/1/2011
51-	TABAK ESPECIAL	United States	12/19/2007	77/355,538			Response to Office Action due 4/6/2010
52-	THE REBIRTH OF CIGARS	United States	11/21/2005	78/758,433			Section 8&15 Affidavit due 3/24/2014- 3/24/2015
53-	WAFE	United States	8/15/2005	78/692,596	10/16/2007	3,313,832	Section 8&15 Affidavit due 10/16/2012- 10/16/2013

	Description	Owner	Registration #	Licensee (if any)	Type (Trademark, Patent, Copyright, etc.)			
5-	ACID FAT TIPS	United States		9/3/2009	77/819,590			Response to Office Action 6/15/2010
32-	KRUSH CLASSIC	United States		11/7/2007	77/323,845			Pending
33-	KRUSH CLASSIC	United States		11/12/2007	77/327,512			Pending
53-	WAFE	United States		8/15/2005	78/692,596	10/16/2007	3,313,832	Section 8&15 Affidavit due 10/16/2012- 10/16/2013

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None		

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		