

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
CAPE CLASSICS BRANDS, LLC		12/03/2010	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	MERCHANT FINANCIAL CORPORATION
Street Address:	1430 BROADWAY, SUITE 1802
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77786745	CAPE CLASSICS TRAVEL
Serial Number:	77786800	CAPE CLASSICS TRAVEL
Serial Number:	77786830	CHENINISTA
Serial Number:	77786910	CHENINISTA
Serial Number:	77786924	CHENINISTA
Serial Number:	77953962	CHENINISTA
Serial Number:	85037776	DRINK SOUTH AFRICAN.
Registration Number:	1940520	CAPE CLASSICS
Registration Number:	3049762	BUITENVERWACHTING BEYOND EST 1796
Registration Number:	3448059	CHAPMAN'S PEAK
Registration Number:	3573657	FIVE BARS
Registration Number:	3045545	INDABA
Registration Number:	2256396	KRONENDAL

CH \$340.00 77786745

CORRESPONDENCE DATA

Fax Number: (516)365-9805
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5163659802
Email: fdorchak@collardroe.com
Correspondent Name: Frederick J. Dorchak/Collard & Roe, P.C.
Address Line 1: 1077 Northern Blvd.
Address Line 4: Roslyn, NEW YORK 11576

ATTORNEY DOCKET NUMBER:	JT#176278
NAME OF SUBMITTER:	Frederick J. Dorchak
Signature:	/FJD/
Date:	12/06/2010

Total Attachments: 10
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SECURITY AGREEMENT (TRADEMARKS)

SECURITY AGREEMENT, dated as of December 3, 2010 (the “Security Agreement”), made by **CAPE CLASSICS BRANDS, LLC**, a Florida limited liability company (the “Guarantor”) with its principal office at 550 Okeechobee Boulevard, Unit 906, West Palm Beach, FL 33401, in favor of **MERCHANT FINANCIAL CORPORATION**, a Connecticut corporation (the “Secured Party”) with its principal office at 1430 Broadway, Suite 1802, New York, New York 10018.

WHEREAS, the Secured Party and Cape Classics, Inc., a New York corporation and the manager of the Guarantor (the “Borrower”), are parties to that certain Financing Agreement, dated February 12, 1998, as amended on July 17, 2009 and August 24, 2010 (the “Financing Agreement”), that sets forth, among other things, the terms upon which the Secured Party may extend credit and other financial accommodations to or for the benefit of the Borrower.

WHEREAS, as a condition to the Secured Party and the Borrower agreeing upon and executing the amendment to the Financing Agreement, dated August 24, 2010, the Guarantor executed a Limited Liability Company Guaranty (the “Guaranty”) in favor of the Secured Party, pursuant to which, among other things, the Guarantor guaranteed all of the obligations of the Borrower to the Secured Party arising under the Financing Agreement.

WHEREAS, The Borrower assigned to the Guarantor all of its right, title and interest in and to its United States trademark applications and registrations, as recorded with the United States Patent and Trademark Office (the “USPTO”) on August 26, 2010 on Reel/Frame 004267/0486.

WHEREAS, the Guarantor has agreed to grant to the Secured Party a first position security interest in all of its Trademark Collateral, as security for the Obligations (as such terms are defined herein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Security Interest.**

(a) In consideration of the Secured Party extending credit and other financial accommodations to or for the benefit of the Borrower, the Guarantor hereby grants to the Secured Party a security interest in, and a lien upon, all of the Guarantor’s right, title and interest in and to (i) its trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers, whether registered or unregistered, and all goodwill associated therewith, now existing, as such marks are set forth on Schedule A attached hereto, or hereafter acquired (collectively, the “Trademarks”); (ii) all registrations, recordings and renewals thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States, any State thereof, any other country or political subdivision thereof, or otherwise, and all

common-law rights related thereto; (iii) all licenses thereunder; (iv) all royalties or other fees paid in respect of the Trademarks; (v) proceeds of any and all of the foregoing; and (vi) the right to sue for past, present and future infringement and damages therefor (collectively, the "Trademark Collateral").

(b) The security interest granted by this Security Agreement is given to, and shall be held by, the Secured party as security for the payment and performance of (i) all obligations of the Guarantor to the Secured Party under the Guaranty, whether now existing or hereafter arising, whether arising under the Guaranty or otherwise, whether direct or indirect, whether absolute or contingent, whether secured or unsecured, whether due or to become due, whether liquidated or unliquidated, whether arising by operation of law or otherwise or whether of a nature presently contemplated by the parties or subsequently agreed to by them; and (ii) all obligations of the Guarantor now existing or hereafter arising under this Security Agreement (collectively, the "Obligations").

2. **Representations and Warranties.** The Guarantor represents and warrants to the Secured Party as follows:

(a) **Existence; Authority.** The Guarantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. The Guarantor has full power and authority to execute and deliver this Security Agreement, and its execution and delivery hereof do not infringe upon the rights of any third party.

(b) **No Breach.** The execution and delivery by the Guarantor of this Security Agreement and the performance of the Guarantor's Obligations hereunder (i) do not contravene the terms of the Guarantor's Articles of Organization, Operating Agreement or other organizational documents, or of any indenture, agreement or undertaking to which the Guarantor is a party or by which the Guarantor or any of the Trademark Collateral is bound or affected; (ii) do not contravene any contractual or governmental restriction binding upon the Guarantor; and (iii) will not, except as contemplated herein, result in the imposition of any liens, security interests, charges, claims, options, licenses, pledges or encumbrances of any nature whatsoever (collectively, "Liens") upon any of the Trademark Collateral under any agreement or instrument to which the Guarantor is a party or by which it or any of the Trademark Collateral may be bound or affected.

(c) **Full Disclosure.** No representation or warranty in this Security Agreement contains any untrue statement of any material fact as of the date when made, omits to state any material fact as of the date when made or omits to state any material fact necessary to make the statements herein not misleading as of the date when made. There is no fact known to the Guarantor that has not been disclosed to the Secured Party in writing which materially and adversely affects, or would materially and adversely affect, any of the Trademark Collateral.

(d) **Liens and Encumbrances.** The Guarantor is the true and lawful exclusive owner of the Trademarks, including all rights and interests herein granted. Other than the security interests granted or to be granted to the Secured Party hereunder, the Guarantor owns the Trademark Collateral free and clear of any and all Liens.

3. **Affirmative Covenants.** From and after the date hereof and continuing so long as any of the Obligations shall remain outstanding, unless the Secured Party shall otherwise consent in writing:

(a) **Litigation and Other Proceedings.** The Guarantor will notify the Secured Party promptly after the Guarantor knows of (i) the institution or threat of any action, suit, proceeding, governmental investigation or arbitration against or affecting the Guarantor or any of the Trademark Collateral; and (ii) any material development in any such action, suit, proceeding, governmental investigation or arbitration.

(b) **Perfection of Security Interest; Prosecution of Trademark Applications.**

(i) The Guarantor will, from time to time, at its own expense, do whatever the Secured Party may reasonably request by way of obtaining, executing, delivering and/or filing financing and similar statements, and other notices and amendments and renewals thereof, and will take any and all steps and observe such formalities as the Secured Party may reasonably request, in order to create, perfect and maintain a valid continuing first position security interest in the Trademark Collateral as contemplated by this Security Agreement. All charges, expenses and fees that may be incurred by the Secured Party in connection with any of the foregoing (including, without limitation, reasonable attorneys' fees and disbursements), and any local taxes relating thereto, shall be added to the Obligations or, at the Secured Party's option, shall be paid to the Secured Party immediately upon demand therefor.

(ii) The Guarantor shall diligently, at its own expense, maintain all trademarks and diligently file and prosecute all trademark applications relating to the Trademark Collateral in the USPTO or in any similar office or agency of the United States, any State thereof, any other country or political subdivision thereof, or otherwise, and shall pay or cause to be paid in timely fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies without the prior written consent of the Secured Party. Additionally, the Guarantor shall not abandon any of the Trademark Collateral without the prior written consent of the Secured party. All charges, expenses and fees that may be incurred by the Secured Party in connection with any of the foregoing (including, without limitation, reasonable attorneys' fees and disbursements), and any local taxes relating thereto, shall be added to the Obligations or, at the Secured Party's option, shall be paid to the Secured Party immediately upon demand therefor.

(iii) The Guarantor hereby irrevocably appoints the Secured Party as its lawful attorney and agent, with full power of substitution, to execute and deliver, on behalf of and in the name of the Guarantor, such financing statements, assignments, notices, pledges and other documents and agreements, and to take such other actions as the Secured Party may deem necessary for the purpose of the creation, perfection, maintenance or continuation of the security interest in the Trademark Collateral, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Guarantor, at the Guarantor's expense, such financing and similar statements, assignments, notices, pledges and other documents and

agreements in any appropriate governmental office. The right is expressly granted to the Secured Party, in its discretion, in those jurisdictions where the same is permitted, to file one or more financing and similar statements (including amendments and renewals thereof) under the Uniform Commercial Code, as amended (the "UCC") of any applicable state, or similar law, signed only by the Secured Party, naming the Guarantor as debtor and naming the Secured Party as secured party and indicating therein the types, or describing the items, of the Trademark Collateral.

(c) **New Trademark Collateral.** If the Guarantor acquires rights to any new Trademark Collateral, the provisions of this Security Agreement shall automatically apply thereto, and the Guarantor shall give the Secured Party prompt written notice thereof along with an amended Schedule A.

(d) **Maintenance of Trademark Collateral.** The Guarantor shall maintain the Trademark Collateral in full force and effect.

(e) **Further Assurances.** The Guarantor shall at any time or from time to time execute and deliver such further instruments and documents and take such further action as may reasonably be requested by the Secured Party to carry out, to the reasonable satisfaction of the Secured Party, the transactions contemplated by this Security Agreement.

(f) **Indemnification.** The Guarantor shall indemnify, defend and hold harmless the Secured Party and its directors, officers, agents, affiliates, successors and assigns from and against all losses, costs, fines, liabilities, judgments, actions, penalties, damages, injuries, claims, demands, disbursements and expenses, including reasonable attorneys' fees and costs, arising out of (i) the operation or maintenance of any of the Trademark Collateral; or (ii) any aspect of, or any transaction contemplated by or referred to in, or any matter related to, this Security Agreement, in each case whether or not the Secured Party is a party thereto. The Guarantor shall assume the settlement and defense of any suit or other legal proceedings brought to enforce any of the foregoing (with counsel reasonably satisfactory to the Secured Party), and shall pay all judgments entered in any such suit or legal proceeding. The Guarantor shall not compromise or settle any such suit or other legal proceeding without the prior written consent of the Secured Party. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Security Agreement.

4. **Negative Covenants.** From and after the date hereof and continuing so long as any of the Obligations shall remain outstanding, unless the Secured Party shall otherwise consent in writing:

(a) **Indebtedness.** Other than accounts payable incurred in the ordinary course of business, including payments that may be due to Borrower for services it may provide to Guarantor (provided that the terms of such services are on commercially reasonable terms and are no less favorable to Guarantor than Guarantor could obtain in an arm's length transaction with an unaffiliated third party), the Guarantor will not incur, create or assume, or become or be liable in any manner with respect to, indebtedness other than the Obligations.

(b) **Liens**. The Guarantor will not create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral, whether now owned or hereafter acquired, except Liens in favor of the Secured Party.

(c) **Maintenance of Trademark Collateral**. The Guarantor will not enter into any agreement that is inconsistent with the Guarantor's undertakings and covenants hereunder or that restricts or impairs the Secured Party's rights hereunder. Notwithstanding anything to the contrary contained in this Security Agreement, the Guarantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademark Collateral, subject to the security interest and lien thereon which is granted by this Security Agreement. For the avoidance of doubt the Guarantor may license use of some or all of the Trademark Collateral to the Borrower on such terms as may be agreed by the Guarantor and Borrower in their discretion, subject to the security interest and lien thereon which is granted by this Security Agreement.

(d) **No Sale**. The Guarantor shall not sell or assign its rights and interest in the Trademark Collateral unless prior written notice is provided to the Secured Party.

(e) **Amendments**. The Guarantor will not request, permit or consent to any amendment to its Articles of Organization, Operating Agreement or other organizational documents.

5. **Default**. The occurrence of a breach by the Guarantor of any terms or conditions of the Guaranty, this Security Agreement or any other agreement between the Guarantor and the Secured Party or by the Guarantor in favor of the Secured Party (the "Other Documents") shall constitute an event of default ("Event of Default") by the Guarantor under this Security Agreement.

6. **Remedies Upon Default**. Upon the occurrence of any Event of Default, or at any time thereafter, the Secured Party, without notice to or demand upon the Guarantor, shall have the following rights and remedies in addition to all rights and remedies of a secured party under the UCC or other applicable statute or rule, in any jurisdiction in which enforcement is sought, all such rights and remedies being cumulative and not exclusive:

(a) The Secured Party may, in its name or in the name of the Guarantor or otherwise, notify any account debtor or the obligor on any instrument to make payment to the Secured Party, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any commercially reasonable compromise or settlement deemed desirable by the Secured Party with respect to, any of the Trademark Collateral, but shall be under no obligation to do so; in addition, the Secured Party may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of the Trademark Collateral on commercially reasonable terms, or release any of the Trademark Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the Guarantor.

(b) For such purposes, if and while an Event of Default under the Guaranty, this Security Agreement or Other Documents exists, the Guarantor hereby appoints the Secured Party as its lawful attorney and agent, with the power to endorse the Guarantor's name on all applications, documents, papers and instruments necessary for the Secured party to use the Trademark Collateral or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone else, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in, or dispose of the Trademark Collateral, to itself or to anyone else. The Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable until all Obligations are satisfied in full.

7. **Termination of Agreement.** Upon payment and performance of all Obligations, the Secured Party shall execute and deliver to the Guarantor all documents necessary to terminate the Secured Party's security interest in the Trademark Collateral.

8. **Nonwaiver.** No failure or delay on the part of the Secured Party in exercising any of its rights and remedies hereunder or otherwise shall constitute a waiver thereof, and no single or partial waiver by the Secured Party of any default or other right or remedy which it may have shall operate as a waiver of any other default, right or remedy or of the same default, right or remedy on a future occasion.

9. **Binding Effect.** This Security Agreement and all Obligations of the Guarantor hereunder shall be binding upon the successors and assigns of the Guarantor and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors, endorsees and assigns, provided however, that the Guarantor may not assign its rights under this Security Agreement without the prior written consent of the Secured Party, which may be withheld for any or no reason.

10. **Entire Agreement.** This Security Agreement and any and all schedules attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, warranties or commitments except as set forth herein. This Security Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto relating to the matters set forth in this Security Agreement. No change, modification, amendment, addition or termination of this Security Agreement or any part thereof shall be valid unless in writing and signed by or on behalf of the party to be charged therewith. This Security Agreement is not intended to limit, restrict or qualify the Guaranty in any way.

11. **Notices.** Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Security Agreement shall be in writing and shall be deemed to have been duly given or made for all purposes when hand delivered or sent by certified or registered mail, return receipt requested and postage prepaid, or sent by overnight mail or courier to the attention of the Manager, in the case of notices given or made to the Guarantor, and to the attention of the President, in the case of notices given or made to the Secured Party, at the addresses set forth above, or at such other address as any party may specify by notice given to the other parties in accordance with this Section 11.

12. **Choice of Law; Severability.** This Security Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York applicable to agreements performed wholly within such state. In the event any clause, section or part of this Security Agreement shall be held or declared to be void, illegal or invalid for any reason, all other clauses, sections or parts of this Security Agreement which can be effected without such void, illegal or invalid clause, section or part shall nevertheless continue in full force and effect.

13. **Headings.** The section headings of this Security Agreement are for convenience of reference only and do not in any way modify, interpret or construe the intent of the parties or affect any of the provisions of this Security Agreement.

14. **Representation by Counsel.** Each party acknowledges that it has been, or has had the opportunity to be, represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the parties. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto.

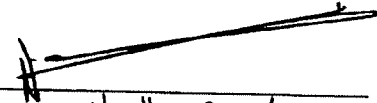
15. **Counterparts; Signatures.** This Security Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. Facsimile or other electronic signature images hereon shall constitute original signatures.

16. **Waiver of Jury Trial.** ALL OF THE PARTIES HERETO ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THE RIGHT MAY BE WAIVED. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND WITHOUT COERCION, WAIVES ALL RIGHTS TO TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NO PARTY HERETO SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS THE PARTY CLAIMING THAT THIS WAIVER HAS BEEN RELINQUISHED HAS A WRITTEN INSTRUMENT SIGNED BY THE OTHER PARTIES STATING THAT THIS WAIVER HAS BEEN GIVEN UP. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

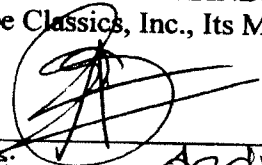
[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date first written above.

MERCHANT FINANCIAL CORPORATION

By: 
Name: Neville Grisd
Title: President

CAPE CLASSICS BRANDS, LLC
By: Cape Classics, Inc., Its Manager

By: 
Name: Andre Shearer
Title: Managing Member

SCHEDULE A

Mark	Number	Registration Date
Cape Classics Travel	Application Number: 77786745	Pending
Cape Classics Travel	Application Number: 77786800	Pending
Cheninista	Application Number: 77786830	Pending
Cheninista	Application Number: 77786910	Pending
Cheninista	Application Number: 77786924	Pending
Cheninista	Application Number: 77953962	Pending
Drink South African	Application Number: 85037776	Pending
Cape Classics	Registration Number: 1940520	December 12, 1995
Buitenverwachting Beyond Est 1796	Registration Number: 3049762	January 24, 2006
Chapman's Peak	Registration Number: 3448059	June 17, 2008
Five Bars	Registration Number: 3573657	February 10, 2009
Indaba	Registration Number: 3045545	January 17, 2006
Kronendal	Registration Number: 2256396	June 29, 1999