

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
Automatic Bar Controls, Inc.		04/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2739996	CYCLONE	
Registration Number:	2680286	LIQUORSOFT	
Registration Number:	3485859		
Registration Number:	2593567	WUNDER-BAR	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-197		
NAME OF SUBMITTER:	Kristin Brozovic		

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**TRADEMARK
 REEL: 004514 FRAME: 0600**

Signature:	/Kristin Brozovic/
Date:	04/04/2011
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, Automatic Bar Controls, Inc., a Delaware corporation (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, is party to that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Antares Capital Corporation, as agent (“Agent”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement and certain other secured parties (collectively, the “Lenders”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 30, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between Grantor and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the registered and/or material Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application;
- (2) each registered and/or material Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark

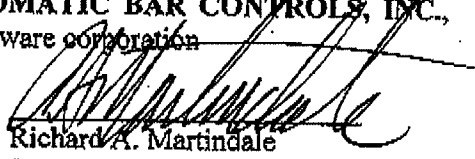
registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this day of April, 2011.

AUTOMATIC BAR CONTROLS, INC.,
a Delaware corporation

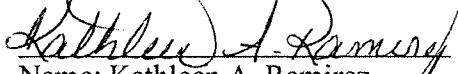
By: 
Name: Richard A. Martindale
Title: President & CEO

Trademark Security Agreement **Error! Unknown document property name.**

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By:



Name: Kathleen A. Ramirez

Title: Duly Authorized Signatory

Schedule I

U.S. TRADEMARK REGISTRATIONS

Title	Reg. Number	Reg. Date	Class(es)
CYCLONE	2739996	July 22, 2003	07, 37
LIQUORSOFT	2680286	January 28, 2003	09, 42
QUARTERNOTE DESIGN	3485859	August 12, 2008	07, 11, 20
WUNDER-BAR	2593567	July 16, 2002	07, 11, 20, 37

FOREIGN TRADEMARK REGISTRATIONS

Title	Country	Reg. Number	Reg. Date	Class(es)
WUNDER-BAR	Australia	1166655	May 8, 2009	07
QUARTER NOTE DESIGN	Australia	1167889	November 5, 2007	07, 11, 20
WUNDER-BAR	Canada	TMA724092	September 19, 2008	
QUARTER NOTE DESIGN	Canada	TMA717566	June 27, 2008	
WUNDER-BAR	European Union	6005698	May 15, 2008	07
QUARTER NOTE DESIGN	European Union	5804919	March 26, 2008	07, 11, 20
WUNDER-BAR	Japan	5322751	May 14, 2010	07, 11
QUARTER NOTE DESIGN	Japan	5322752	May 14, 2010	07, 11
WUNDER-BAR	Mexico	1114240	August 10, 2009	07
QUARTER NOTE DESIGN	Mexico	1111392	July 22, 2009	07
WUNDER-BAR	New Zealand	777793	May 14, 2009	07

U.S. TRADEMARK APPLICATIONS

None

FOREIGN TRADEMARK APPLICATIONS

None.