

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI88628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World of Beer Franchising, LLC		12/16/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Company Name:	Synovus Bank		
Street Address:	1148 Broadway		
City:	Columbus		
State/Country:	GEORGIA		
Postal Code:	31901		
Entity Type:	State Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86167888	WOB STARS	
Serial Number:	86167884	THE WOB WAY	
Serial Number:	86193793	WOB WORLD OF BEER	
Serial Number:	86193777	WOB	
Serial Number:	86167880	CRAFT DRINKERY	
Registration Number:	3965204	WORLD OF BEER	
Registration Number:	4056398	WOB	
Registration Number:	3408752	WORLD OF BEER	
Serial Number:	88583754	SOMEWHERE IN THE WORLD, EACH OF OUR BEERS ARE LOCAL	
Serial Number:	88277402	WOB BAR & KITCHEN	
Serial Number:	88277420	WORLD OF BEER BAR & KITCHEN	
Serial Number:	88277434	WOB BAR & KITCHEN	
Serial Number:	88080707	WOB WORLD OF BEER BAR & KITCHEN	
Serial Number:	88215628	SECRET LLAMA	
Serial Number:	88277427	WOB BAR & KITCHEN	
Serial Number:	86508218	DRINK IT IN	
CORRESPONDENCE DATA			

CH \$415.00.00 86167888

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4048538339
Email: jennifersandlin@everhsheds-sutherland.com
Correspondent Name: Jennifer R. Sandlin
Address Line 1: 999 Peachtree Street, NE
Address Line 2: Suite 2300
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	96029-0050
NAME OF SUBMITTER:	JENNIFER SANDLIN
SIGNATURE:	JENNIFER SANDLIN
DATE SIGNED:	03/12/2024

Total Attachments: 8

source=Security Agreement - 2021#page1.tif
source=Security Agreement - 2021#page2.tif
source=Security Agreement - 2021#page3.tif
source=Security Agreement - 2021#page4.tif
source=Security Agreement - 2021#page5.tif
source=Security Agreement - 2021#page6.tif
source=Security Agreement - 2021#page7.tif
source=Security Agreement - 2021#page8.tif

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is made as of December 16, 2021, by **WOB HOLDINGS, LLC**, a Florida limited liability company, **WORLD OF BEER FRANCHISING, LLC.**, a Florida limited liability company, **WORLD OF BEER, INC.**, a Florida corporation, and **WOBF, LLC**, a Florida limited liability company, all having a mailing address of c/o Gray Robinson, 401 East Jackson Street, Suite 2700, Tampa, FL 33602, Attn: S. Douglas Knox, Esq. (collectively, the "Debtor") in favor of **SYNOVUS BANK**, a Georgia banking corporation, its successors and assigns (the "Secured Party"), whose mailing address is 1148 Broadway, Columbus, Georgia 31901.

WITNESSETH:

WHEREAS, the Secured Party desires to obtain security for the repayment of the Note and Secured Obligations (as hereinafter defined) and for the full performance of the obligations of the Debtor under this Agreement.

WHEREAS, as security for the foregoing Note and obligations, the Debtor has agreed to grant to the Secured Party a security interest in all of the Debtor's business assets.

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained in this Agreement, the Debtor agrees with and for the benefit of the Secured Party as follows:

1. OBLIGATIONS SECURED BY THIS AGREEMENT.

This Agreement is made to secure the repayment of the Note, the payment and performance of the Swap Obligations and all other obligations of Debtor under the Swap Agreement (as such terms are defined in the Loan Agreement), payment of any and all other indebtedness owed from time to time by the Debtor to the Secured Party, and the obligations of the Debtor under the Note and this Agreement, including any extensions, renewals, modifications, or changes in form thereof, including but not limited to the obligation to make timely payments of principal and interest on any and all such indebtedness, whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising, and howsoever evidenced or acquired, and whether joint, several, or joint and several (collectively, the "**Secured Obligations**"). Secured Party has a right of setoff against Debtor at any and all times and in any and all proceedings or actions, including but not limited to bankruptcy, reorganization, receivership or insolvency.

2. GRANT OF SECURITY INTEREST; COLLATERAL.

The Debtor hereby agrees to grant and does hereby grant to Secured Party a first priority security interest in and agrees and acknowledges that Secured Party, without further action on its part, has and shall continue to have a continuing first priority security interest in all business assets of Debtor, including without limitation, the following, which together collectively constitute and are hereinafter designated as "**Collateral**":

2.1. Accounts Receivable, Contract Rights, Etc. All of the Debtor's right and interest in accounts, accounts receivable, contract rights, notes, drafts, acceptances, instruments and chattel paper resulting from the sale or other disposition of goods, personal property, or Inventory (as defined below), the provision of goods or services, or otherwise (collectively, the "**Accounts Receivable**"), payable to the Debtor at any time and from time to time;

2.2. Inventory. All of the Debtor's present and hereafter acquired Inventory; all documents of title evidencing any part thereof, including but not limited to warehouse receipts, accounts, contract rights, notes, drafts, acceptances, instruments, chattel paper; all proceeds and products thereof, resulting from sale or other disposition; all returned or repossessed goods arising from or relating to any of the foregoing; all contract rights, accounts or other proceeds of any sale or other disposition of any of the foregoing; (as used herein, the term "**Inventory**" means goods now owned or hereafter acquired by the Debtor which are held for sale or lease or

to be furnished under contracts of service or which are raw materials, work in process, or materials used or consumed in the Debtor's business; and, without limiting the foregoing definition, the term "**Inventory**" includes all the Debtor's inventory of goods held for sale of any kind whatsoever, wherever located);

2.3. **Intangible Personal Property.** All contract rights and intangible personal property of the Debtor, now existing or hereafter arising, and not identified above, including, but not limited to, all goods, instruments, documents of title, policies and certificates of insurance, securities, cash, goodwill, trade names, trademarks, patents, intellectual property, processes, computer programs and software, distribution and franchise rights; and all accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to the Debtor's leasehold interests and rights as lessor or lessee under any and all leases covering any of its assets;

2.4. **Equipment and Other Personal Property.** All of the Debtor's equipment and machinery, personal property, furniture, fixtures, computers, rugs, supplies, leasehold improvements, art work, photocopiers, and assets of any type, now owned or hereafter acquired and wherever located, and all accessories or additions now or hereafter made or added thereto, all substitutions and replacements, and all attachments and improvements now or hereafter placed upon or used in connection therewith or any part thereof (collectively, "**Equipment and Other Personal Property**"); and

2.5. **Other Assets.** To the extent not covered above, all of the assets, whether real, personal or mixed, and whether tangible or intangible, of the Debtor, together with all such assets of any type which may subsequently be acquired by the Debtor, together with all products and proceeds thereof.

3. **OBLIGATION.**

This Agreement shall continue in full force and effect and the Secured Party shall have the security interest herein described to secure the Secured Obligations. The Secured Party shall have a right to setoff against any amounts that may be or may become due from the Secured Party to the Debtor, or either one of them, at any and all times and in any and all proceedings or actions, including, but not restricted to, bankruptcy, reorganization, receivership or insolvency.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

The Debtor represents, warrants and covenants to the Secured Party the following:

4.1. **Authority.** The execution, delivery and performance by the Debtor of this Agreement has been duly authorized by all necessary limited liability company action, does not contravene (i) the Debtor's Articles of Organization, Operating Agreement or any of its formation documents, or (ii) any law, rule, regulation, agreement, indenture, deed of trust, mortgage, loan agreement, writ, judgment, injunction, decree or other instrument or order binding on or affecting the Debtor or its assets and will not result in the creation of a lien, security interest or any charge or encumbrance on the assets of the Debtor (other than that granted by this Agreement). No further action is necessary on the part of the Debtor to make this Agreement valid and binding upon it and enforceable against it in accordance with the terms hereof and to carry out the transactions contemplated hereby. No authorization or approval or other action by, and no notice to or filing with, any governmental agency or authority is required for the due execution, delivery and performance by the Debtor of this Agreement.

4.2. **No Other Security Interests.** Except for the security interest granted hereby, the Debtor is the owner of the Collateral free from any lien, security interest or encumbrance and the Debtor will defend the Collateral against any person or entity claiming the same or any interest therein.

4.3. **No Sale or Transfer.** The Debtor will not sell or offer to sell or otherwise transfer, encumber or impair the value of the Collateral or any interest therein without the prior written consent of the Secured Party, except for sales of non-leased Inventory in the ordinary course of business or sales of Equipment and Other Personal Property which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new, which

consent may be withheld for any reason or no reason, or take any other action in respect of the Collateral unless permitted under the Loan Agreement by and between the Secured Party and the Debtor of even date herewith (the "Loan Agreement").

4.4. **Financing Statements; Power of Attorney.** No financing statement covering any of the Collateral or any of the proceeds thereof, other than a financing statement in favor of the Secured Party, is now on file in any public office and there are no security agreements or security instruments regarding the same. At any time and from time to time, upon the request of the Secured Party, the Debtor will give, execute, file and/or record any notice, financing statement, continuation statement, instrument, document, agreement or assignment that the Secured Party may consider reasonably necessary or desirable to create, preserve, continue, perfect or validate any security interest granted hereunder or which the Secured Party may consider reasonably necessary or desirable to exercise or enforce its rights hereunder with respect to such security interest. Without limiting the generality of the foregoing, the Secured Party is hereby authorized where such is permitted under applicable law:

4.4.1. to file with respect to the Collateral one or more financing statements, continuation statements or other documents without the signatures of the Debtor and to name therein the Debtor as debtor and the Secured Party as secured party; and

4.4.2. to correct and to complete, or cause to be corrected and completed, any financing statements, continuation statements or such other documents as have been filed naming the Debtor as debtor and the Secured Party as secured party.

The Debtor expressly consents to the use and filing and/or recordation of this Agreement as a financing statement in such places and/or jurisdictions as the Secured Party may deem necessary or desirable. The Debtor hereby appoints the Secured Party as its attorney-in-fact to do any and every act which the Debtor is obligated by this Agreement to do, including, without limitation, to execute financing statements in the Debtors' name, to make collections and exercise all rights of the Debtor in the Collateral and to execute any and all papers and instruments and to do all other things necessary to preserve and protect the Collateral and to protect the Secured Party's interest in the Collateral. Such power of attorney is coupled with an interest and is irrevocable and shall survive the insolvency or bankruptcy of the Debtor.

4.5. **Performance of Obligations.** The Debtor will perform all of its covenants and obligations under the Loan Documents (as defined in the Loan Agreement), the Swap Agreement (as defined in the Loan Agreement) and any other agreements delivered by it to the Secured Party, and the Debtor will perform all of its covenants and obligations under all documents executed by the Debtor. If Debtor fails to perform any of Debtor's duties and obligations under this Agreement, the Swap Agreement, or any other Loan Document, Secured Party may, at its option, but without obligation, perform such duty or obligation and any cost, fees and expenses incurred by Secured Party in connection therewith shall be payable by Debtor on Secured Party's demand for same, and until paid, shall bear interest at the highest rate permitted by law. In connection therewith, Debtor hereby irrevocably designates, appoints and empowers Secured Party, at Debtor's cost and expense, to do in the name of Debtor any and all actions which Secured Party may deem necessary or advisable to carry out the terms hereof upon the failure, refusal or inability of Debtor to do so and Debtor hereby agrees to indemnify and hold Secured Party harmless from any cost, damage, expense or liability arising against or incurred by Secured Party in connection therewith.

4.6. **Limitation on Further Pledge.** Debtor will not (i) except as permitted by the Loan Agreement, incur indebtedness to anyone except the Secured Party, (ii) pledge or grant any security interest in the Collateral to anyone except the Secured Party, (iii) permit any lien or encumbrance to attach to the Collateral or any levy to be made thereon or any financing statement (except the Secured Party's financing statement) to be on file with respect thereto, or (iv) sell or offer to sell or otherwise transfer, encumber or impair the value of the Collateral or any interest therein.

4.7. **Principal Place of Business.** The Debtor's principal places of business (and the office where its records concerning the Collateral are kept) is located at the address set forth in the first paragraph of this

Agreement. Debtor will notify the Secured Party in writing and obtain its written consent prior to any change in the location of their place of business or location of the Collateral.

4.8. **Books and Records.** The Secured Party may enter on the Debtor's properties and may examine and inspect the Debtor's books, records, papers and journals relating to the Collateral at reasonable time or times, wherever located.

4.9. **Taxes, Etc.** All taxes, levies and other charges upon the Collateral, including, but without limitation, any documentary stamp taxes, have been paid, and the Debtor shall pay and discharge when due all taxes, levies and other charges on the Collateral or on account of or in connection with this Agreement.

4.10. **Insurance.** The Debtor will at all times keep the Collateral insured against loss, damage, theft and such other risks, in such amounts and companies and under such policies and in such form and for such periods as are customary for businesses similarly situated, and also in full compliance with all of the Secured Party's reasonable underwriting requirements. The Debtor will not waste or destroy the Collateral or any part thereof or use the Collateral in violation of any statute or ordinance.

4.11. **Change in Business.** The Debtor will not make any material change in the nature of its business as conducted on the date of this Agreement, enter into any transactions to liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), convey, sell, lease, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any substantial part of its business or assets, whether now owned or hereafter acquired, or convey, sell, lease, transfer or otherwise dispose of any part of its business or assets outside of the ordinary course of business, or acquire by purchase or otherwise substantially all of the business or assets of, or stock or other evidence of beneficial ownership of, any other person.

4.12. **Notices of Default.** The Debtor shall promptly give written notice to the Secured Party of the occurrence of any Event of Default (as defined below) or of any event that could, with the giving of notice or the passage of time, or both, constitute an Event of Default.

4.13. **Further Assurances.** At the Debtor's expense, the Debtor shall execute and file all such further instruments, provide such additional information and perform such other acts as the Secured Party may reasonably request and/or as may be necessary or appropriate to establish, perfect and maintain a valid continuing first priority security interest in the Collateral in favor of the Secured Party. All charges, expenses and fees that the Secured Party may incur in the filing or recording of the foregoing and any taxes relating thereto shall be payable by the Debtor.

5. **PAYMENTS BY SECURED PARTY.**

At its option, the Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may purchase and pay for insurance thereon, may order and pay for the repair, maintenance and preservation thereof, may pay any necessary filing or recording fees, may take any acts and make any payments required to be made by Debtor hereunder should the Debtor fail to make such payments or take such acts, as applicable. The Debtor agrees to reimburse the Secured Party on demand for any payment made or any expense incurred by the Secured Party pursuant to the foregoing authorization, and such expenses if not reimbursed shall be added to the obligations secured hereby and shall bear interest at the default rate set forth in the Note until repaid.

6. **ACCOUNTS RECEIVABLE.**

Intentionally omitted.

7. **DEFAULTS AND REMEDIES.**

7.1. **Defaults.** Each of the following shall constitute an event of default ("**Event of Default**") hereunder:

7.1.1. Any Event of Default occurs under the terms of this Agreement or any of the other Loan Documents, subject to any applicable notice and cure period;

7.1.2. There shall occur a material default of the Debtor under any of the agreements between the Debtor and any other secured party with a security interest in the Collateral, which would accord such other secured party the right to foreclose, obtain possession of, or take similar action against any of the Collateral;

7.1.3. The dissolution or termination of existence of the Debtor and the failure to reinstate the Debtor within a period of thirty (30) days thereafter;

7.1.4. Any substantial theft, loss, damage or destruction of any of the Collateral (to the extent not covered by insurance);

7.1.5. The issuing of any attachment or garnishment, or the filing of any lien against any of the Collateral and such shall not have been vacated, discharged, removed, stayed or bonded within thirty (30) days from the issuance or filing thereof; or

7.1.6. The sale, disposition, pledge, assignment, transfer or granting of a security interest by the Debtor of or in all or any part of the Collateral without the written consent of the Secured Party, except for sales of Inventory in the ordinary course of business or as otherwise permitted under the Loan Agreement.

7.2. **Remedies.** Upon the occurrence or existence of any Event of Default or at any time thereafter, the Secured Party shall have all of the rights and remedies described in the Sections below, all of which shall be cumulative and concurrent, and it may exercise any one or more or all of such remedies, in its sole discretion, without thereby waiving any of the others.

7.2.1. The Secured Party, at its option, may declare all of the Secured Obligations to be immediately due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest, notice of nonpayment or any other notice required by law relative thereto, all of which are hereby expressly waived by the Debtor, anything contained herein to the contrary notwithstanding, and shall bear interest at the maximum rate of interest allowed by law.

7.2.2. The Secured Party shall have the right and remedies of a secured party under the Florida Uniform Commercial Code in effect on the date thereof (regardless of whether the same has been enacted in the jurisdiction where the rights and remedies are asserted), including without limitation, the rights to take possession of any of the Collateral or the proceeds thereof and to sell or otherwise dispose of the Collateral, at public or private sale, and to apply the proceeds therefrom first to any costs of collection and then to all other Secured Obligations and shall have the right to avail itself of any and all other rights and remedies granted a secured party under any other applicable law. The Secured Party shall give the Debtor written notice of the time and place of any public sale of the Collateral or the time after which any other intended disposition thereof is to be made. At any such sale, the Secured Party shall have the right to purchase the Collateral, or any part thereof. The requirement of sending reasonable notice shall be met if such notice is given to the Debtor pursuant to Section 9 below at least ten (10) days before such disposition. Expenses of retaking, holding, insuring, preserving, protecting, preparing for sale or selling or the like with respect to the Collateral as well as reasonable attorneys' fees in connection therewith and other legally recoverable collection expenses, shall all constitute and be added to the Secured Obligations.

7.2.3. The Secured Party may proceed against such security as the Secured Party has with respect to the Secured Obligations in such fashion and in such order as the Secured Party may desire and the Secured Party shall not be deemed to have waived any of its security rights or other rights by virtue of the order or fashion in which it elects to realize on the various security interests which it had to secure any of the Secured Obligations or by virtue of bringing any action to realize on any of the various security interests.

7.2.4. Upon disposition by the Secured Party of any property in which the Secured Party has a security interest hereunder, the Debtor shall be and remain liable for any deficiency; and the Secured Party

shall account to the Debtor for any surplus, but the Secured Party shall have the right to apply all or any part of such surplus to (or to hold the same as a reserve against) all or any liabilities of the Debtor to the Secured Party, whether or not they or any of them, shall be then due, and in such order of application as the Secured Party may from time to time elect.

7.2.5. Secured Party may appropriate, set off and apply to the payment of any or all of the Indebtedness (as defined in the Loan Agreement), any and all balances, sums, property, claims, credits, deposits, accounts, reserves, collections, drafts, notes or other items or proceeds of the Collateral in or coming into the possession of Secured Party or its agents and belonging or owing to Debtor, without notice to Debtor and in such manner as Secured Party may in its discretion so determine.

7.2.6. Pursue any other rights or remedies available at law or equity.

8. INDEPENDENT SECURITY: REMEDIES CUMULATIVE.

The Secured Party's interest in the Collateral and all other rights and remedies under this Agreement are continuing, independent of and in addition to any other security, collateral, endorsement or guaranty held by the Secured Party for any of the Secured Obligations. The rights and remedies of the Secured Party under this Agreement and with respect to the Collateral shall not be impaired, altered or otherwise affected by the taking of any other additional security for or guaranty of this Agreement or by any neglect, failure or omission by the Secured Party to hold, perfect, protect or rely or realize upon any such other or additional security or guaranty or by any other act or thing whatsoever.

9. MISCELLANEOUS.

9.1. **Expenses of Collection.** The Debtor shall be liable for reasonable attorneys' fees, legal expenses and costs of collection incurred by the Secured Party in interpreting or enforcing any of its rights or remedies under this Agreement and, without limiting the rights of the Secured Party, the proceeds of disposition may be applied, in the Secured Party's discretion, to the payment of such reasonable attorneys' fees, legal expenses and costs of collection.

9.2. **Notices.** All notices hereunder shall be given in the manner set forth in the Loan Agreement.

9.3. **Debtor Notice.** Debtor agrees that it shall provide Secured Party with written notice within five (5) business days of the date on which Debtor becomes aware of any financial condition, circumstance, claim or information that may result in a material adverse change in the business or financial condition of Debtor or any Guarantor, or may result in a material settlement, payment, dispute, damages or judgment against Debtor or any Guarantor or any part of their assets.

9.4. **Waivers.**

9.4.1. The Debtor waives protest of all commercial paper at any time held by the Secured Party on which the Debtor is in any way liable, notice of nonpayment at maturity and except where required hereby or by law, notice of any action taken by the Secured Party and hereby ratifies and confirms the Secured Party's action.

9.4.2. No waiver by the Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Secured Party of any right or remedy shall preclude or affect any other or further exercise thereof or the exercise of any other right or remedy. The provisions of this Agreement are cumulative to the provisions of any note or other writing evidencing any liability secured by this Agreement and the Secured Party shall have all of the benefits, rights and remedies of and under any note or other writing evidencing any liability secured hereby.

9.5. **Time and Term.** Time is of the essence of this Agreement and each of its provisions. This Agreement shall terminate upon the payment in full of the Secured Obligations and performance of all obligations under the Loan Documents.

9.6. **Successors and Assigns.** All rights of the Secured Party hereunder shall inure to the benefit of its successors and assigns all obligations of the Debtor shall bind the successors and assigns of the Debtor.

9.7. **Release.** The Debtor releases the Secured Party from all claims for loss or damage caused by any failure to collect any Accounts Receivable or by any act or omission on the part of the Secured Party, its officers, agents and employees, except willful misconduct or gross negligence.

9.8. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. To the extent permitted by applicable law, the Debtor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

9.9. **Jurisdiction and Venue.** The Debtor hereby agrees that any suit, action or proceeding with respect to this Agreement, any amendments or replacements hereof and any transactions related hereto or thereto may be brought in the state courts of, or in the federal courts in, the State of Florida, and the Debtor hereby irrevocably consents and submits to the jurisdiction of such courts for the purpose of any suit, action or proceeding. The Debtor agrees that service of process on the Debtor in any such suit, action or proceeding may be made by registered or certified mail, return receipt requested, postage prepaid, to the Debtor at its address as set forth above, or to such other address furnished by notice given in accordance with Section 9.2 hereof. The Debtor hereby waives and agrees not to assert against the Secured Party (or any assignee thereof), by way of motion, as a defense, or otherwise, in any such suit, action or proceeding a claim that it is not personally subject to the jurisdiction of the above-named courts or that its property is exempt or immune from set-off, execution or attachment, either prior to judgment or in aid of execution, and to the extent permitted by applicable law, any claim that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement, the Note or any amendments or replacements hereof or thereof may not be enforced in or by such courts.

9.10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

DEBTOR:


WOB HOLDINGS, LLC, a Florida limited liability company

By: 
Paul E. Avery, Manager

WORLD OF BEER, INC., a Florida corporation

By: 
Paul E. Avery, Manager

WORLD OF BEER FRANCHISING, LLC, a Florida limited liability company

By: 
Paul E. Avery, Manager

WOBF, LLC, a Florida limited liability company

By: WOB Holdings, LLC, a Florida limited liability company, its Manager

By: 
Paul E. Avery, Manager