

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

RECO

04-26-2001



EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101688402

To the Honorable Commissioner of Patent

ed original documents or copy thereof.

1. Name of conveying party(ies):

The Monticello Companies, Inc.

4-16-01

- Individual(s)
- General Partnership
- Corporation-State (Florida)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Crown Bank

Internal Address:

Street Address: 105 Live Oaks Gardens

City: Casselberry State: FL ZIP: 32707

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Federal Savings Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 22, 2001

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,165,848

2,224,099

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David J. Hill

Internal Address: Chambliss, Bahner & Stophel

Street Address: 1000 Tallan Building
Two Union Square

City: Chattanooga State: TN ZIP: 37402

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David J. Hill

Name of Person Signing

Signature

April 10, 2001

Date

Total number of pages including cover sheet, attachments, and document:

14

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK
Washington, D.C. 20231

REEL: 002280 FRAME: 0609

AMENDED TRADEMARK SECURITY AGREEMENT

THIS AMENDED TRADEMARK SECURITY AGREEMENT ("Amended Agreement") entered into this 22nd day of March, 2001, by and between The Monticello Companies, Inc., a Florida corporation formerly known as the Monticello Drug Company, whose address is 1604 Stockton Street, Jacksonville, Florida 32204 ("Grantor"), and Crown Bank, a Federal Savings Bank whose address is 105 Live Oaks Gardens, Casselberry, Florida 32707 ("Crown Bank").

WITNESSETH:

That for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with Crown Bank as follows:

Grantor executed and delivered a Trademark Security Agreement in favor of Crown Bank as the secured party on June 14, 2000 ("Trademark Security Agreement") which was filed with the United States Department of Commerce Patent and Trademark Office ("PTO") on July 21, 2000.

The Trademark and Security Agreement recited that the amount of the loan from Crown Bank to the Grantor was One Million Five Hundred Thousand Dollars (\$1,500,000.00). However, subsequent to the Trademark and Security Agreement, Grantor has requested and Crown Bank has agreed to increase the amount of the original loan of One Million Five Hundred Thousand Dollars (\$1,500,000.00) by an additional Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Additional Advance").

The parties seek to acknowledge that all the terms and conditions of the Trademark Security Agreement will remain in full force and effect, unless as modified by this Amended Agreement and to give notice of the increased amount of the Additional Advance and confirm that the security interest granted by the Trademark Security Agreement will include the Additional Advance.

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

1. The statements set forth above are true and correct and are incorporated herein in their entirety.
2. That all terms and conditions set forth in the Trademark Security Agreement shall remain in full force and effect unless as specifically modified by this Amended Agreement.
3. That Trademark Security Agreement, Section 1 - Definitions, "Revolving Loan" shall be deleted and replaced with the following:

"Revolving Loan" - shall mean that certain Revolving Loan as defined in the Revolving Loan Agreement dated as of June 14, 2000 executed by Grantor and

Crown Bank, as amended by the Amendment to Revolving Loan Agreement dated as of March 22, 2001 executed by Grantor and Crown Bank, and as evidenced by that certain Revolving Promissory Note dated as of June 14, 2000 in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) executed by the Grantor in favor of Crown Bank, that certain Revolving Future Advance Promissory Note dated on or about March 22, 2001 in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) executed by the Grantor in favor of Crown Bank, and as consolidated by that certain Revolving Consolidated Promissory Note dated on or about March 22, 2001 in the consolidated amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) executed by the Grantor in favor of Crown Bank.

IN WITNESS WHEREOF, the parties have caused this Amended Trademark Security Agreement to be executed and delivered by its duly authorized officers on this the day and year first above written.

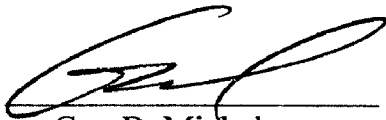
SECURED PARTY:

CROWN BANK,
a Federal Savings Bank

GRANTOR:

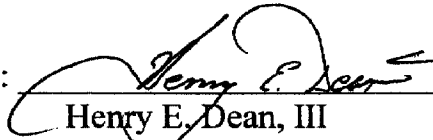
THE MONTICELLO COMPANIES, INC.,
a Florida corporation, formerly known as
The Monticello Drug Company

By:



Guy B. Michel
Senior Vice President

By:



Henry E. Dean, III
President

166027

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement") entered into this 14th day of June, 2000, by and between The Monticello Companies, Inc., a Florida corporation formerly known as the Monticello Drug Company, whose address is 1604 Stockton Street, Jacksonville, Florida 32204 ("Grantor"), and Crown Bank, a Federal Savings Bank whose address is 105 Live Oaks Gardens, Casselberry, Florida 32707 ("Crown Bank").

WITNESSETH:

That for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with Crown Bank as follows:

1. Definitions. All terms used in this Security Agreement which are defined in Article 9 of the Uniform Commercial Code of Florida (the "Code") and which are not otherwise defined herein shall have the same meanings herein as set forth in the Code.

"Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

"Event of Default": The term "Event of Default" means: (i) if Grantor fails to pay any amount when due under any of the Obligations; or (ii) if any of the representations or warranties contained herein prove to be untrue in any material respect; or (iii) if Grantor breaches any of the representations, warranties, covenants or agreements contained herein; or (iv) if any claim of priority to the Collateral by title, lien or otherwise is asserted in any proceeding at law or in equity by any third party; or (v) if any subsequent encumbrance of the Collateral occurs or the Collateral is levied on or seized or attached by legal process other than as permitted herein. All cure periods and corresponding notice provisions as set forth in any of the Loan Documents (as defined in the Revolving Loan Agreement) shall be effective as to the Obligation defined therein.

"Obligations": The term "Obligations" means all indebtedness, obligations and liabilities of Grantor of every kind, nature and character which may be outstanding, howsoever evidenced or created, actual, direct, contingent or otherwise including all interest, charges and amounts due on any of the foregoing and all renewals, extensions, modifications and replacements thereof, arising under or in connection with this Security Agreement.

"Proceeds" means "proceeds," as such term is defined in the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any person acting under color of governmental authority, (c) all judgments in favor of Grantor in respect of the Collateral, and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

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"PTO" shall mean the United States Department of Commerce, Patent and Trademark Office and any related division thereof, including but not limited to review, recordation and enforcement.

"Revolving Loan" shall mean that certain Revolving Loan as defined in the Revolving Loan Agreement dated of even date herewith executed by Grantor and Crown Bank ("Revolving Loan Agreement") that is evidenced by that certain Revolving Promissory Note in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) dated of even date herewith and executed by the Grantor in favor of Crown Bank.

"Trademarks" means (a) the trademarks owned by the Grantor and registered with the PTO as set forth in Schedule A hereto and the goodwill associated therewith, now existing or hereafter acquired, (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with the United States Patent and Trademark Office, whether now or hereafter existing, as to the trademarks set forth in Schedule A hereto, (c) all trademarks that are acquired at any time in the future by the Grantor with the proceeds of the Revolving Loan and any related title, rights and goodwill associated with said trademarks, and (d) all registrations, recordings, renewal and all applications in connection with any trademark subject to this Security Agreement.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Florida.

2. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 1 hereof), the Grantor hereby pledges and assigns to Crown Bank, and grants to Crown Bank a continuing security interest in, the Trademarks, in addition to all rights, property and business interest related in any manner to the Trademarks, including the right, title and interest, that may be owned now or in the future by the Grantor, to operate any type of business that relates to the distribution and/or sale of products marked in any manner with the Trademark (the "Collateral")

3. Security for Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following Obligations, whether now existing or hereafter incurred:

(a) The full and prompt payment, when due, of the indebtedness (and interest thereon) evidenced and to be evidenced by that certain promissory note, dated of even date herewith, in the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00), executed by Grantor and made payable to the order of Crown Bank, and any and all renewals, modifications, and extensions thereof, in whole or in part (the "Promissory Note"); and

(b) The due performance and observance by the Grantor of all of its covenants, agreements, representations, liabilities, obligations, and undertakings as set forth herein.

4. Representations and Warranties Concerning Trademarks. Grantor represents and warrants that Schedule A hereto includes all of Grantor's Trademarks registered with the PTO as of the date hereof. To the best of Grantor's knowledge, each Trademark listed in Schedule A hereto is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in Schedule A, none of the Trademarks is the subject of any licensing agreement, franchise agreement, or any other agreement or instrument of any kind. No holding, decision or judgment has been rendered by the PTO which would limit, cancel or question the validity of any Trademark listed in Schedule A hereto. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Trademark listed in Schedule A hereto or Grantor's ownership thereof, or (ii) which, if adversely determined, could have a material adverse effect on the value of any Trademark listed in Schedule A hereto. Furthermore, Grantor represents and warrants that the Trademark listed in Schedule A hereto is not subject to any lien, security interest or is encumbered in any manner or respect other than as set forth herein.

5. Covenants as to the Collateral. So long as any of the Obligations shall remain outstanding, unless Crown Bank shall otherwise consent in writing:

(a) Further Documentation. From time to time, upon the written request of Crown Bank, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Crown Bank may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and the rights and powers herein granted, including, without limitation, the filing of any financial or continuation statements under the UCC as in effect in any jurisdiction within the United States with respect to the liens created hereby and the recording of this Security Agreement with respect to the Collateral. Grantor also hereby authorizes Crown Bank to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financial statement for filing in any jurisdiction within the United States.

(b) Limitation on Lien on Collateral. Grantor will not create, incur or permit to exist, will take all commercial reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove any lien or claim on or to the Collateral or any portion thereof other than the security interests created hereby, and will take all commercially reasonable actions that are necessary to defend the right, title and interest of Crown Bank in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Limitations on Dispositions of Collateral. Without prior written consent of Crown Bank, Grantor will not sell, assign, transfer or otherwise dispose of any of the Collateral, other than granting licensing rights thereto in the ordinary course of business.

(d) Notices. Grantor will advise Crown Bank promptly, in reasonable detail, at Crown Bank's address set forth in the first paragraph of this Security Agreement, (i) of any lien (other than liens created hereby) on, or claim asserted against, the Collateral or any portion thereof, and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e) Trademarks.

(i) Grantor (either itself or through licensees) will: (A) continue to use such Trademarks free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademarks, (C) use reasonable efforts to employ such Trademarks with the appropriate notice of registration, (D) not adopt or use any mark in the United States which is confusingly similar to or a colorable imitation of such Trademarks unless within 30 days after such use or adoption, Crown Bank shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademarks may become invalidated or be deemed generic.

(ii) Grantor will promptly notify Crown Bank if Grantor knows, or has reason to know, that any application relating to any Trademark may become abandoned or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceedings in the PTO) regarding Grantor's ownership of any Trademark or the Grantor's right to register the same or to use, keep and maintain the same.

(iii) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the PTO, Grantor shall report such filing to Crown Bank within ten (10) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Crown Bank, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Crown Bank may request to evidence Crown Bank's security interest in any Trademark newly filed with the PTO (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes and appoints Crown Bank its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed so long as the attorney acts in good faith.

(iv) Grantor will take all reasonable and necessary steps, including, without limitation, in any proceedings before the PTO to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each registration of any Trademark, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(v) In the event Grantor knows or has reason to know that any Trademark is infringed, misappropriated or diluted by a third party, Grantor shall promptly notify Crown Bank after it learns thereof and shall promptly sue for infringement, misappropriation or dilution, or take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark.

6. Secured Party's Appointment as Attorney-in-Fact.

(a) Powers. Grantor hereby irrevocably constitutes and appoints Crown Bank and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Grantor hereby gives Crown Bank the power and right, on behalf of Grantor, without notice to or assent by Grantor, to do the following:

(i) at any time after any Event of Default shall have occurred, in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise within the United States deemed appropriate by Crown Bank for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, and to pay all or part of the costs thereof; and

(iii) (a) to direct any party liable for any payment under any of the Collateral to make payment of any and all monies due or to become due thereunder directly to Crown Bank or as Crown Bank shall direct, (b) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in

respect of or arising out of any Collateral, (c) to sign and endorse any invoices, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (d) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction within the United States to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (e) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (f) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Crown Bank may deem appropriate, (g) to assign any Trademark (along with goodwill of the business to which such Trademark pertains), throughout the United States for such term or terms, on such conditions, and in such manner, as Crown Bank shall in its sole discretion determine, and (h) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral within the United States as fully and completely as though Crown Bank were the absolute owner thereof for all purposes, and to do, at Crown Bank's option and expense, at any time, or from time to time, all acts and things which Crown Bank deems necessary to protect, preserve or realize upon the Collateral and the liens of Crown Bank thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do.

(b) No Duty on the Part of Secured Party. The powers conferred on Crown Bank hereunder are solely to protect the interests of Crown Bank in the Collateral and shall not impose any duty upon Crown Bank to exercise any such powers. Crown Bank shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

7. Additional Provisions Concerning Collateral.

(a) Anything herein to the contrary notwithstanding, (i) the Grantor shall remain liable under any contracts and agreements relating to the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Security Agreement had not been executed; (ii) the exercise by Crown Bank of any of its rights hereunder shall not release the Grantor from any of its obligations under the contracts and agreements relating to the Collateral; and (iii) Crown Bank shall not have any obligation or liability by reason of this Security Agreement under any contracts and agreements relating to the Collateral, nor shall Crown Bank be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

8. Performance by Secured Party of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Crown Bank, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance with such agreement, the expenses of Crown Bank incurred in connection with such performance or compliance shall be payable by Grantor to Crown Bank on demand and shall constitute Obligations secured hereby.

9. Proceeds. It is agreed that if an Event of Default shall occur (a) all Proceeds received by Grantor consisting of cash, checks and other cash equivalents shall be held by Grantor in trust for Crown Bank, segregated from other funds of Grantor, and shall, forthwith upon receipt by Grantor, be turned over to Crown Bank, and (b) any and all such Proceeds received by Crown Bank (whether from Grantor or otherwise) shall promptly be applied by Crown Bank against the Obligations (whether matured or unmatured), such application to be in such order as Crown Bank shall elect. Any balance of such Proceeds remaining after the Obligations shall have been paid in full shall be paid over the Grantor or to whomsoever may be lawfully entitled to receive the same.

10. Remedies Upon Default. In the event that an Event of Default shall occur:

(a) Crown Bank may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral), and also may (i) require the Grantor to assemble all or part of the Collateral and make it available to Crown Bank at a place to be designated by Crown Bank; and (ii) sell lease, assign, given an option or options to purchase the Collateral or any part thereof at public or private sale, at any of Crown Bank's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Crown Bank may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Crown Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Crown Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by Crown Bank in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied as follows:

(i) First, to the repayment of the reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Crown Bank in connection with (A) the administration of this Security Agreement, (B) the retaking, custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral, (C) the exercise or enforcement of any of the rights of Crown Bank hereunder, or (D) the failure of the Grantor to perform or observe any of the provisions hereof;

(ii) Second, to the reimbursement of Crown Bank for the amount of any obligations of the Grantor paid or discharged by Crown Bank pursuant to the provisions of this Security Agreement, and of any expenses of Crown Bank payable by the Grantor hereunder;

(iii) Third, to the satisfaction of the Obligations, in such order as Crown Bank shall elect;

(iv) Fourth, to the payment of any other amounts required by applicable law; and

(v) Fifth, the surplus proceeds, if any, to the Grantor.

(c) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which Crown Bank is legally entitled, the Grantor shall be liable for the deficiency, together with the costs of collection and the reasonable fees of any attorneys employed by Crown Bank to collect such deficiency.

11. Limitation on Duties Regarding Preservation of Collateral. Crown Bank's duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, shall be to deal with it in the same manner as Crown Bank would deal with similar property for its own account.

12. Substitution of Collateral. In connection with this Security Agreement, Crown Bank has agreed to provide the Grantor, at Grantor's request, the Revolving Loan in order for the Grantor to use the line of credit, inter alia, for its working capital and to acquire certain rights, title and interest in certain trademarks and rights in certain businesses. Accordingly, Grantor hereby agrees, acknowledges and consents that in the event Crown Bank, at Crown Bank's discretion, desires to substitute the Collateral ("Substitution") with any other collateral that is acquired by the Grantor with the proceeds of the Revolving Loan, that the Grantor shall perform all acts necessary and required in order to effectuate said Substitution, including but not limited to executing a substitution agreement that would release the Collateral being substituted and attach Crown Bank's security interest to the replacing Collateral.

13. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

14. Severability. If any provision hereof or the application thereof shall to any extent be invalid or unenforceable with respect to any person or circumstance (i) the validity and enforceability of the remainder of this Security Agreement shall not be affected; (ii) such provision, as to such person or circumstance, shall be deemed modified to the minimum extent necessary to make such provision valid and enforceable without affecting the application of such provision to any other person or circumstance; and (iii) such provision shall be valid, enforceable and enforced in its modified form against such person or in such circumstance. In any action or proceeding involving

bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if this Security Agreement would otherwise be held or determined to be void, invalid or unenforceable on account of the amount of the Obligations secured hereby, then notwithstanding any other provision hereof to the contrary, the amount of the Obligations secured hereby shall for these purposes only, without further action by Grantor, Crown Bank, or any other person, be automatically limited to the highest amount which is valid and enforceable as determined in such action or proceeding.

15. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

16. Notices Etc. All notices and other communications provided for hereunder (except for routine informational communications) shall be in writing and shall be mailed, by registered or certified mail, return receipt requested, or sent by recognized national overnight courier service or delivered, if to the Grantor, to it at its address specified in the first paragraph of this Security Agreement, with a copy (if other than a routine informational communication) to Fisher, Tousey, Leas & Ball, 1 Independent Drive, Suite 2600, Jacksonville, FL 32202, Attention Mary A. Robison, Esq., and Baker, Donelson, Bearman & Caldwell, 1800 Republic Centre, 633 Chestnut Street, Chattanooga, TN 37450, Attention: Charles Jolly, Esq.; and if to Crown Bank, to its address specified in the first paragraph of this Security Agreement, with a copy (if other than a routine informational communication) to DeCubellis & Meeks, P.A., P.O. Box 4976, Orlando, FL 32802-4976, Attention: Daniel L. DeCubellis, Esq. All such notices and other communications shall be effective (i) if mailed, when received or three (3) days after mailing, whichever is earlier; (ii) if sent by recognized national overnight courier service, one (1) business day after sending; and (iii) if delivered, upon delivery.

17. Miscellaneous. No amendment of any provision of this Security Agreement shall be effective unless it is in writing and signed by the Grantor and Crown Bank.

18. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Crown Bank. Grantor shall not be permitted to assign this Security Agreement or any interest herein or in the Collateral, or otherwise pledge, encumber, or grant any option with respect to the Collateral.

(a) Upon the satisfaction in full of all of the Obligations, Crown Bank will, upon the Grantor's request and at Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence termination of the security interest herein granted.

(b) This Security Agreement shall be governed by and construed in accordance with the statutes and laws of the state of Florida (without regard to conflict of laws principles), except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Florida.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered by its duly authorized officers on this the day and year first above written.

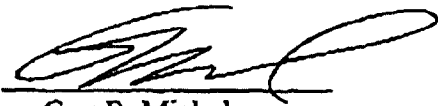
GRANTOR:

CROWN BANK,
a Federal Savings Bank

SECURED PARTY:

THE MONTICELLO COMPANIES, INC.,
a Florida corporation, formerly known as
The Monticello Drug Company

By:



Guy B. Michel
Senior Vice President

By:



Henry E. Dean, III
President

Schedule "A"**666**

Word Mark	666
Goods and Services	IC 003. US 006 013 044 046 051 052. G & S: cold medicine for the relief of chills and fever. FIRST USE: 19010901. FIRST USE IN COMMERCE: 19010901
Mark Drawing Code	(S) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	75400229
Filing Date	December 4, 1997
Published for Opposition	November 24, 1998
Registration Number	2224099
Registration Date	February 16, 1999
Owner	(REGISTRANT) Monticello Drug Company CORPORATION FLORIDA 1604 Stockton Street Jacksonville FLORIDA 32204
Prior Registrations	2165848
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

Schedule A

Trademark	Country	Registration Date	Registration Number	Goods and Services
666	United States	June 16, 1998	2,165,848	pharmaceutical preparations and substances for treatment of headaches, neuralgia, muscle aches and pains; for relieving the distress and discomforts of colds such as fever and nasal congestion; for reducing chills and fever due to malaria; medicinal remedies for la grippe, diabetes, liver and kidney disorders, Bright's disease and dropsy; cold tablets; nose drops and nasal spray preparations; blood-purifier; and medicated cream (antibiotic), analgesic balm and mentholated salve as dressing for burns, scalds, bruises and sunburn and for treating chapped lips;
666 (stylized)	United States	February 16, 1999	2,224,099	cold medicine for the relief of chills and fever