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Form PTO-1594

(REV. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-18-01
 The Monticello Companies, Inc.

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 30, 2001

2. Name and address of receiving party(ies)
 Name: Foster Investment Group, Inc.
 Internal Address: 10th Floor

Street Address: 118 West Adams Street
 City: Jacksonville State: FL Zip: 32202

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached list

Additional number(s) 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
1000 Tallan Building

Street Address: 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]
 Signature

6/11/01
 Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

25-001 300-0 100-0 100-010

100-0 100-0

100-0 100-0

TRADEMARK
REEL: 002319 FRAME: 0360

THE MONTICELLO COMPANIES
TRADEMARKS

MARK	NO.	ISSUE DATE
Nullo	0,501,010	7/13/1948
Nullo & design	2,266,493	8/3/1999

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") entered into this 30 day of May, 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 Foster Investment Group, Inc., a Florida corporation, whose address is 118 West Adams Street, 10th Floor, Jacksonville, Florida 32202 ("Foster").

WITNESSETH:

That for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with Foster 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 the Promissory Note, Loan Agreement, or Security Agreement, all executed of even date herewith, 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 Trademark 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.

“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.

“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, and (c) all registrations, recordings renewals and all applications in connection with any trademark subject to this Trademark 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 Foster, and grants to Foster 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 Five Hundred Thousand and No/100 Dollars (\$500,000.00), executed by Grantor and made payable to the order of Foster, 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 in the Nullo line 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 Foster shall otherwise consent in writing:

(a) Further Documentation. From time to time, upon the written request of Foster, 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 Foster may reasonably request for the purpose of obtaining or preserving the full benefits of this Trademark 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 Trademark Security Agreement with respect to the Collateral. Grantor also hereby authorizes Foster 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 Trademark 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 commercially 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 Foster 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 Foster, 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 Foster promptly, in reasonable detail, at Foster's address set forth in the first paragraph of this Trademark Security Agreement, (i) of any lien (other than liens created hereby) on, or claim asserted against, the Collateral of 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, Foster shall obtain a perfected security interest in such mark pursuant to this Trademark 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 Foster 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 Foster within ten (10) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Foster, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Foster may request to evidence Foster'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 Foster 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 Foster 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 Foster 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 Trademark 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 Trademark Security Agreement, and without limiting the generality of the foregoing, Grantor hereby gives Foster 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 Foster 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 moneys due or to become due thereunder directly to Foster or as Foster 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 Foster 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 Foster 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 Foster were the absolute owner thereof for all purposes, and to do, at Foster's option and expense, at any time, or from time to time, all acts and things which Foster deems necessary to protect, preserve or realize upon the Collateral and the liens of Foster thereon and to effect the intent of this Trademark Security Agreement, all as fully and effectively as Grantor might do.

(b) No Duty on the Part of Secured Party. The powers conferred on Foster hereunder are solely to protect the interests of Foster in the Collateral and shall not impose any duty upon Foster to exercise any such powers. Foster 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 Trademark Security Agreement had not been executed; (ii) the exercise by Foster 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) Foster shall not have any obligation or liability by reason of this Trademark Security Agreement under any contracts and agreements relating to the Collateral, nor shall Foster 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 Foster, as provided for by the terms of this Trademark Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance with such agreement, the expenses of Foster incurred in connection with such performance or compliance shall be payable by Grantor to Foster 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 Foster, segregated from other funds of Grantor, and shall, forthwith upon receipt by Grantor, be turned over to Foster, and (b) any and all such Proceeds received by Foster (whether from Grantor or otherwise) shall promptly be applied by Foster against the Obligations (whether matured or unmatured), such application to be in such order as Foster shall elect. Any balance of such Proceeds

remaining after the Obligations shall have been paid in full, shall be paid over to 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) Foster 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 Foster at a place to be designated by Foster; and (ii) sell lease, assign, give an option or options to purchase the Collateral or any part thereof at public or private sale, at any of Foster's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Foster 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. Foster shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Foster 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 Foster 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 Foster in connection with (A) the administration of this Trademark 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 Foster hereunder, or (D) the failure of the Grantor to perform or observe any of the provisions hereof;

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

(iii) Third, to the satisfaction of the Obligations, in such order as Foster 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 Foster 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 Foster to collect such deficiency.

11. Limitation on Duties Regarding Preservation of Collateral. Foster'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 Foster would deal with similar property for its own account.

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

13. 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 Trademark 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 Trademark 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, Foster, or any other person, be automatically limited to the highest amount which is valid and enforceable as determined in such action or proceeding.

14. Paragraph Headings. The paragraph headings used in this Trademark 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.

15. 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 Trademark Security Agreement, with a copy (if other than a routine informational communication) to Fisher, Tousey, Leas & Ball, P.A., One Independent Drive, Suite 2600, Jacksonville, Florida 32202, Attention: Mary A. Robison, Esquire, and Chambliss, Bahner & Stophel, P.C., 1000 Tallan Building, 2 Union Square, Chattanooga, Tennessee 37402, Attention: David J. Hill, Esquire; and if to Foster, to its address specified in the first paragraph of this Trademark Security Agreement, with a copy (if other than a routine informational communication) to Dawson, Galant & Sulik, 320 East Adams

Street, Jacksonville, Florida 32202, Attention: Allen L. Poucher, Jr. 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.

16. Miscellaneous. No amendment of any provision of this Trademark Security Agreement shall be effective unless it is in writing and signed by the Grantor and Foster.

17. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Foster. Grantor shall not be permitted to assign this Trademark 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, Foster 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 Trademark 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.

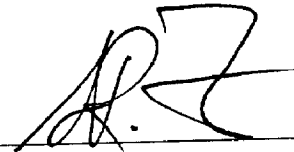
IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered to its duly authorized officers on this day and year first above written.

GRANTOR:

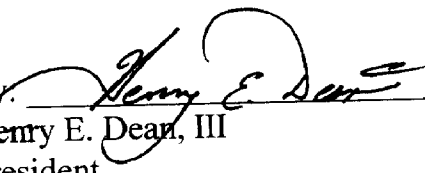
SECURED PARTY:

FOSTER INVESTMENT GROUP, INC.

THE MONTICELLO COMPANIES, INC.,

By: 

Scott R. Foster
President

By: 

Henry E. Dean, III
President

cbg/mp/167928

THE MONTICELLO COMPANIES
TRADEMARKS

MARK	NO.	ISSUE DATE
Nullo	0,501,010	7/13/1948
Nullo & design	2,266,493	8/3/1999