

05-29-2003

*MRD*  
*5/27/03*

RE



102452654

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

1. Name of conveying party(ies):  
**HEAVEN HILL DISTILLERIES, INC.**

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State-**Kentucky**  
 Other \_\_\_\_\_

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

2. Name and Address of Receiving party(ies):  
 Name: **GLOBAL PERSPECTIVES, INC.**  
 Street Address: **68-37 Yellowstone Blvd.**

City: **Queens**  
 State: **NY** Zip: **11375**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **New York**  
 Other \_\_\_\_\_

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

(Designation must be a separate document from Assignment.)  
 Additional name(s) & address(es) attached?  
 Yes  No

3. Nature of conveyance:  
 Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other: **Corrective Security Agreement to Correct Assignor and Assignee's name & address on Reel 002647/0844**

Execution Date: **01/03/03**

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

A. Trademark application No.(s)\ B. Trademark Registration No.(s)  
**2,642,855**

Additional numbers attached?  Yes  No

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

Name: **William H. Hollander**  
**Wyatt, Tarrant & Combs, LLP**  
 Street Address: **500 W. Jefferson Street,**  
**Suite 2600**

City: **Louisville,**  
 State: **Kentucky** Zip: **40202**

6. Total number of applications and registrations involved:  
**1**

7. Total fee (37 CFR § 3.41) **\$160.00**  
 Enclosed (Special expedited service)  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account.)

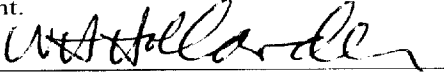
05/29/2003 JJALLAH2 00000010 2642855

01 FC:8521 40.00 OP  
 02 FC:8523 120.00 OP

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.

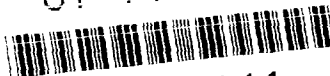
**William H. Hollander**   
 Name of person signing Signature

May 27, 2003  
 Date

Total number of pages comprising cover sheet: **1**

01-14-2003

REC



102337144

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

1. Name of conveying party(ies):  
**GLOBAL PERSPECTIVES, INC.**

*1-8-03*

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State-**New York**  
 Other \_\_\_\_\_

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

2. Name and Address of Receiving party(ies):  
 Name: **HEAVEN HILL DISTILLERIES, INC.**  
 Street Address: **1064 Loretto Road**  
**P.O. Box 729**

City: **Bardstown**  
 State: **Kentucky** Zip: **40004**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Kentucky**  
 Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other: \_\_\_\_\_

Execution Date: **01/03/03**

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

(Designation 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)  
 Additional numbers attached? 2,642,855  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **William H. Hollander**  
**Wyatt, Tarrant & Combs, LLP**  
 Street Address: **500 W. Jefferson Street,**  
**Suite 2600**

City: **Louisville,**  
 State: **Kentucky** Zip: **40202**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR § 3.41) **\$40.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account.)

01/13/2003 LMUELLER 00000085 2642855  
01 FC:8521 40.00 OP

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.

**William H. Hollander**   
 Name of person signing Signature

January 7, 2003  
Date

Total number of pages comprising cover sheet: **1**

# TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of January 2, 2003 is between Heaven Hill Distilleries, Inc. ("**Grantor**") and Global Perspectives, Inc. ("**Grantee**").

Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in, to and under: (i) the trademark for the "HpnotiQ" brand of beverage alcohol products described in Schedule 1 (the "**HpnotiQ Trademark**"); (ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by the HpnotiQ Trademark; (iii) all rights to sue for past, present or future infringement of the HpnotiQ Trademark; and (iv) all proceeds of the foregoing,

This Security Interest is granted in conjunction with the security interest granted under a Trademark Security Agreement between Grantor and Grantee dated as of January 2, 2003 (the "**Long Form Security Agreement**"). Grantee's rights and remedies in the security interest hereby granted are in addition to those granted in the Long Form Security Agreement. Grantee's rights, powers and remedies hereunder are cumulative with every right, power or remedy provided in the Long Form Security Agreement. Grantee's exercise of its rights, powers or remedies herein or in the Long Form Security Agreement does not preclude the simultaneous or later exercise of any other right, power or remedy.

GRANTOR:

HEAVEN HILL DISTILLERIES, INC.

By: 

Max L. Shapira  
President

GRANTEE:

GLOBAL PERSPECTIVES, INC.

By: 

Raphael Yakoby  
President