

11-18-2004
TRADEMARK
102884172

10/29/04

RECL

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Beverage Spectrum Publishing Inc

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

Citizenship (see guidelines)

Execution Date(s) October 14, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: CSP Information Group Inc.

Internal

Address: Suite 260

Street Address: 1100 Jorie Boulevard

City: Oak Brook

State: Illinois

Country: United States Zip: 60523

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship New York
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/501762

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Salamon Gruber Newman

Internal Address: Att: Frederick Newman

Street Address: 97 Powerhouse Road
Suite 102

City: Roslyn Heights

State: New York Zip: 11577-2016

Phone Number: 516-625-1700

Fax Number: 516-625-1795

Email Address:

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Robert B. Weir
Signature

10/29/04
Date

Robert B. Weir
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/17/2004 ECOOPER 00000070 7650762

01 FC:8521

40.00 OP

TRADEMARK
REEL: 003079 FRAME: 0899



**SECURITY AGREEMENT
(Chattel Mortgage)**

THIS AGREEMENT, made the 14 day of October, 2004 under the laws of the state of New York
BETWEEN (name and address) BEVERAGE SPECTRUM PUBLISHING, INC., 146 Kensington Road, Garden
City, New York 11530

herein called the Debtor

- debtor is an organization registered in the State of New York
- debtor is an unregistered organization, its chief executive office is in the State of
- debtor is an individual residing in the State of

and (name and address)
CSP INFORMATION GROUP, INC., 1100 Jorie Boulevard, Suite 260, Oak Brook, Illinois
60523

herein called the Secured Party

WITNESSETH:

To secure the payment of an indebtedness in the amount of \$ 50,000.00 with/out interest, payable as follows

The entire indebtedness is due and payable on September 30, 2005, provided however, that by written notice to the Secured Party given at least thirty (30) days before the due date, the Debtor shall have the option of extending all or part of the unpaid balance so that the same shall be due on September 30, 2006. The obligation to pay the extended balance shall bear interest at the rate of ten (10%) percent per annum. The extended balance shall be evidenced by the delivery to Secured Party of a promissory note in the form satisfactory to Secured Party.

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

(a) the property described in the schedule herein (hereinafter called the collateral), which collateral the Debtor represents will be used primarily

- for personal, family or household purposes
- in farming operations
- in business or other use

(b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination

(c) all proceeds thereof, if any,

(d) all increases, substitutions, replacements, additions and accessions thereto.

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

- PAYMENT** 1 a To pay and perform all of the obligations secured by this agreement according to their terms.
- DEFEND TITLE** 1 b To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.
- ASSURANCE OF TITLE** 1 c On demand of the secured party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.
- POSSESSION** 1 d To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.
- LOCATION** 1 e To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.
- LIENS** 1 f To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.
- TAXES** 1 g To pay, when due, all taxes, assessments and license fees relating to the collateral.
- REPAIRS** 1 h To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and to make same available for inspection by the Secured Party at all reasonable times.
- INSURANCE** 1 i To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

LOAN- USE OF PROCEEDS	1j If this agreement is security for a loan to be used to pay a part or all of the purchase price of the collateral; to use the proceeds of the loan to pay the purchase price, filing fees and insurance premiums. The Secured Party, however, may pay the proceeds directly to the seller of the collateral.
CHANGE OF ADDRESS	1k To immediately notify the Secured Party in writing of any change in or discontinuance of Debtor's place or places of business and/or residence.
AFFIXED TO REALTY	1l That if the collateral has been attached to or is to be attached to real estate, a description of the real estate and the name and address of the record owner is set forth in the schedule herein; if the said collateral is attached to real estate prior to the perfection of the security interest granted, hereby, Debtor will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the collateral which is prior to Secured Party's interest.
NOTES	2. GENERAL PROVISIONS: 2a Notes, if any, executed in connection with this agreement, are separate instruments and may be negotiated by Secured Party without releasing Debtor, the collateral, or any guarantor or co-maker. Debtor consents to any extension of time of payment. If there be more than one Debtor, guarantor or co-maker of this agreement or of notes secured hereby, the obligation of all shall be primary, joint and several.
NON-WAIVER	2b Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.
NOTICES	2c Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.
LAW APPLICABLE	2d The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement.
DEFAULT	2e The following shall constitute a default by Debtor:
non-payment	Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due.
violation	Failure by Debtor to comply with or perform any provision of this agreement.
misrepresentation	False or misleading representations or warranties made or given by Debtor in connection with this agreement.
levy	Subjectation of the collateral to levy of execution or other judicial process.
insolvency	Commencement of any insolvency proceeding by or against the Debtor or of any guarantor or of surety for the Debtor's obligations.
death	Death of the Debtor or of any Guarantor or of surety for the Debtor's obligations.
impairment of security	Any reduction in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.
REMEDIES ON DEFAULT	2f Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code respecting "Default", in effect as of the date of this Security Agreement.
acceleration	
attorneys' fees etc.	Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.
deficiency	The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.
monies advanced	If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.
seizure	In conjunction with, addition to or substitution for those rights, Secured Party, at its discretion, may: (1) enter upon Debtor's premises peaceably by Secured Party's own means or with legal process and take possession of the collateral, or render it unusable, or dispose of the collateral on the Debtor's premises and the Debtor agrees not to resist or interfere; (2) require Debtor to assemble the collateral and make it available to the Secured Party at a place to be designated by the Secured Party, reasonably convenient to both parties (Debtor agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembling); (3) unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice will be met if such notice is mailed, postage prepaid, to the address of the Debtor shown above, at least three days before the time of sale or disposition.
assembling collateral notice of sale	
ASSIGNMENT	2g Secured Party may assign this agreement and if assigned the assignee shall be entitled, upon notifying the Debtor, to performance of all of Debtor's obligations and agreements hereunder and the assignee shall be entitled to all of the rights and remedies of the Secured Party hereunder. Debtor will assert no claims or defenses Debtor may have against the Secured Party against the assignee.
FINANCING STATEMENT	2h The Secured Party is hereby authorized to file a Financing Statement.
CAPTIONS	2i The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

BEVERAGE SPECTRUM PUBLISHING, INC.

John T. Crain
By: PRESIDENT
CSP INFORMATION GROUP, INC.

Paul Rute
By: _____

SCHEDULE

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops or goods affixed or to be affixed to real estate describe the real estate and state the name and address of the owner of record thereof.

Items All items are located at 1123 Broadway, New York, New York. Location, etc.

All of the Seller's right, title, and interest in, under and to all of the assets and rights constituting or used in conducting the business of the publication of the Beverage Spectrum magazine, including all assets of every kind, nature and description, wherever such assets are located and whether such assets are tangible or intangible, and whether or not any of such assets have any value for accounting purposes or are carried or reflected on or specifically referred to in Seller's books or financial statements, specifically (i) all back issues of the Magazine, artwork, editorial content, and all art work whether printed, or electronic; (ii) all circulation files; (iii) all trademarks including, but not limited to, the mark "Beverage Spectrum" pending registration in the U.S. Patent and Trademark Office, Serial No. 76/501762, the name "Beverage Spectrum Magazine" and the tag line, "The Magazine of Beverage Retailing"; (iv) all furniture, fixtures, computers, computer software and documentation, servers, phone systems, phone numbers, printers, office equipment, supplies, and other tangible personal property located at current Beverage Spectrum offices or at Barry Nathanson's home office that is owned by Seller other than rented or leased equipment on an "as is" basis as are expressly set forth in Schedule "1" and "2" annexed to this Exhibit A; (v) all websites and URLs used or owned by the Magazine including, but not limited to, BevSpectrum.com; and (vi) all assets "as is" whether tangible or intangible relative to the production and marketing of trade shows and meetings; and (iii) the good will of the business.

The chief place of business of the Debtor, if other than stated in this agreement, is:

WAIVER BY LANDLORD AND/OR OTHERS

The undersigned, being the owner, mortgagee, landlord and/or lessor of the Debtor's premises, and knowing that the Secured Party relies hereon, does hereby waive, relinquish and release to the Secured Party or any holder of the security agreement all right of levy or distraint for rent and all other claims and demands of every kind which the undersigned has or may have against the collateral, this waiver to continue until termination of the security agreement.

WITNESS the hand and seal of the undersigned this day of October , 2004

By:-----

**Security Agreement
(Chattel Mortgage)**

to

Date,

GUARANTEE

The undersigned guarantees prompt and full performance and payment according to the tenor of the within agreement, to the holder hereof, and, in the event of default, authorizes any holder hereof to proceed against the undersigned, for the full amount due including reasonable attorneys' fees, and hereby waives presentment, demand, protest, notice of protest, notice of dishonor and any and all other notices or demand of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by any holder and waives notice thereof. If more than one guarantor, obligation of each shall be joint and several.

WITNESS the hand and seal of the undersigned this day of October , 2004

By :
Residence

Business Address

Firm Name

CSP INFORMATION GROUP, INC.

FIXED ASSETS - Beverage Office

09/30/04

Date Acquired	Supplier	Description	Serial	State	Depr. Cost Book Depr. Schedule	2003 Depr.	2003 Accum. Depr.	2004 Depr. January	2004 Depr. February	2004 Depr. March	2004 Depr. April	2004 Depr. May	2004 Depr. June	2004 Depr. July	2004 Depr. August	2004 Depr. Sept	2004 Accum Depr. Sept	Remaining Book Value of Asset	
PPE - Furniture & Fixtures 1510-00 (Life = 7 Yrs.)																			
07/26/03	IK&A/Paul	purchase Various Desks, Chairs, etc.		NY	813.60	58.11	58.11	9.69	9.69	9.69	9.69	9.69	9.69	9.69	9.69	9.69	9.69	145.29	668
08/07/03	IK&A/Paul	purchase Various Desks, Chairs, etc.		NY	695.17	49.66	49.66	8.28	8.28	8.28	8.28	8.28	8.28	8.28	8.28	8.28	8.28	124.14	571
08/22/03	IK&A/Paul	purchase Various Desks, Chairs, etc.		NY	573.11	34.11	34.11	6.82	6.82	6.82	6.82	6.82	6.82	6.82	6.82	6.82	6.82	95.52	477
09/16/03	IK&A/Paul	purchase Various Desks, Chairs, etc.		NY	443.17	26.38	26.38	5.28	5.28	5.28	5.28	5.28	5.28	5.28	5.28	5.28	5.28	73.86	359
02/08/03	Staples	Fax Panasonic KX-FL501	21AFD177780	NY	270.60	35.44	35.44	3.22	3.22	3.22	3.22	3.22	3.22	3.22	3.22	3.22	3.22	64.43	206
02/08/03	Staples	Sharp Copier	26568107	NY	595.35	77.96	77.96	7.09	7.09	7.09	7.09	7.09	7.09	7.09	7.09	7.09	7.09	141.75	453
03/01/04	Chiker's	Office set up move		NY	648.00	0.00	0.00			7.71	7.71	7.71	7.71	7.71	7.71	7.71	7.71	54.00	594
PPE - Hardware 1511-00 (Life = 5 Yrs.)					4,039.00	281.66	281.66	40.37	40.37	48.08	48.08	48.08	48.08	48.08	48.08	48.08	48.08	698.98	3,340.02
01/31/03	TekServe	File Server	YM243CCANPK	NY	999.00	174.83	174.83	16.65	16.65	16.65	16.65	16.65	16.65	16.65	16.65	16.65	16.65	324.68	674.33
01/31/03	TekServe	Barry Laptop (former G. Finice)	UV2420ZNN4P	NY	1,529.26	267.62	267.62	25.49	25.49	25.49	25.49	25.49	25.49	25.49	25.49	25.49	25.49	497.01	1,032.25
01/31/03	TekServe	EMAC Desktop (former Springer)	YM2379JN9K	NY	1,276.00	223.30	223.30	21.27	21.27	21.27	21.27	21.27	21.27	21.27	21.27	21.27	21.27	414.70	861.30
01/31/03	TekServe	LEXMARK PRINTER	9904FMS	NY	1,049.00	183.58	183.58	17.48	17.48	17.48	17.48	17.48	17.48	17.48	17.48	17.48	17.48	340.93	708.08
01/31/03	TekServe	HP LASER JET COLOR	ESUW031072	NY	1,599.00	279.83	279.83	26.65	26.65	26.65	26.65	26.65	26.65	26.65	26.65	26.65	26.65	519.68	1,079.33
02/03/03	TekServe	EPSON Perfection Photo Scanner	UV24315BN4P	NY	249.00	43.58	43.58	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15	4.15	80.93	188.08
02/06/03	TekServe	Barry Laptop (at home)	15CQ23AG18823	NY	1,457.05	254.98	254.98	24.28	24.28	24.28	24.28	24.28	24.28	24.28	24.28	24.28	24.28	473.54	983.51
01/15/03	Circuit City	Barry's Monitor		NY	378.85	66.30	66.30	6.31	6.31	6.31	6.31	6.31	6.31	6.31	6.31	6.31	6.31	123.13	255.72
02/09/03	Greg Finice	PC Upgrades		NY	86.59	15.15	15.15	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	1.44	28.14	58.45
02/10/03	Zenon, Gaona	Cables & Extenders		NY	154.71	27.07	27.07	2.58	2.58	2.58	2.58	2.58	2.58	2.58	2.58	2.58	2.58	50.28	104.43
02/01/04	Associated Tele	Installed computer network, PCs New telephone installation		NY	942.50	164.94	164.94	15.71	15.71	15.71	15.71	15.71	15.71	15.71	15.71	15.71	15.71	305.31	636.19
09/30/04					4,374.68	0.00	0.00	72.91	72.91	72.91	72.91	72.91	72.91	72.91	72.91	72.91	72.91	583.29	3,791.39
PPE - Software 1512-00 (Life = 3 Yrs.)					14,095.64	1,701.17	1,701.17	162.02	234.93	234.93	234.93	234.93	234.93	234.93	234.93	234.93	234.93	3,742.60	10,353.04
09/30/04																			
					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					18,134.64	1,982.83	1,982.83	202.39	275.30	283.01	283.01	283.01	283.01	283.01	283.01	283.01	283.01	4,441.58	13,693.06
																	2,266.37	4,441.58	13,693.06
																	Test		
																	YTD Depr		

TRADEMARK

BEVERAGE SPECTRUM:

ASSET INVENTORY AS OF 9-23-04

Inventoried by Barbara Nilpirom, reviewed by Barry Nathanson

BARRY'S OFFICE

- 2 SMALL BOOKCASES
- 1 ROLLING FILE CABINET
- 1 SMALL CREDENZA
- 2 GUEST CHAIRS
- 1 EXECUTIVE CHAIR
- 1 CURVED DESK
- 1 LAPTOP- (former Greg Prince's laptop) – UV2420ZNN4P
- 1 FLAT SCREEN – T5CQ23AG18823
- 1 KEYBOARD- none
- 1 MOUSE – none

- 1 LAPTOP IMAC (located at Barry's home) – UV24315BN4P

- 1 STEREO SYSTEM – Personal equipment of Barry's

FORMER LAURIE'S OFFICE

- 1 STRAIGHT DESK
- 1 SWIVEL CHAIR
- 2 GUEST CHAIRS
- 1 TALL CREDENZA
- 1 FLOOR LAMP
- 1 ROLLING FILE CABINET

FORMER GREG'S OFFICE

- 1 CURVED DESK
- 1 ROLLING FILE CABINET
- 2 GUEST CHAIRS
- 1 SWIVEL CHAIR
- 1 TALL CREDENZA

EXTRA OFFICE AREA

- 1 SWIVEL CHAIR
- 1 ROLLING FILE CABINET
- 1 DRAFTING TABLE
- 1 RECTANGULAR TABLE
- 1 EMAC DESKTOP COMPUTER (former Jon Springer) – YM23799JN9K
- 1 KEYBOARD
- 1 MOUSE

OTHER EQUIPMENT:

1 COLOR HP PRINTER – no serial number showing
1 LEXMARK PRINTER – 9904FM9
1 PHOTO SCANNER – Epson Perfection 2400 – ESUW031072
1 DRAWING BOARD
1 PANASONIC FAX MACHINE – 21AFD177780
1 SHARP COPIER - 26568107
1 TELEPHONE SYSTEM
1 REFRIGERATOR
1 EMAC SERVER – YM243CC4N9K
1 KEYBOARD
1 MOUSE
2 SMALL AIR CONDITIONERS

1 PITNEY BOWES MACHINE – B700 Model - LEASED

MISCELLANEOUS

1 STEPSTOOL
1 RECTANGULAR TABLE
1 WATER COOLER