

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
All Sport, Inc.		07/05/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Monarch Beverage Company, Inc.		
<b>Street Address:</b>	3424 Peachtree Road, N.E.		
<b>Internal Address:</b>	Suite 1450		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1747887	ALL SPORT	
Registration Number:	2083775	ALL SPORT BODY QUENCHER	
Registration Number:	2081378	ALL SPORT	
Registration Number:	2978019	ALL SPORT PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202 842 8800		
<b>Email:</b>	dctrademarks@dbr.com		
<b>Correspondent Name:</b>	Jennifer L. Dean		
<b>Address Line 1:</b>	1500 K Street NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	031146/403936		

OP \$115.00 1747887

NAME OF SUBMITTER:	Jennifer L. Dean
Signature:	/jennifer l. dean/
Date:	07/11/2007

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, All Sport, Inc., a Delaware corporation (hereinafter referred to as "Assignor"), with an address of ALL SPORT, INC., 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808, pursuant to an Asset Purchase and License Agreement dated July 9, 2007 (the "Agreement"), has acquired from The Monarch Beverage Company, Inc. (hereinafter referred to as "Assignee") all right, title and interest in and to the ALL SPORT trademarks, including but not limited to the applications and registrations listed on Schedule A hereto (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant to Assignee and its successors and assigns a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, and any and all applications and registrations therefor in existence now or in the future, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all proceeds thereof, including, without limitation, proceeds of any sales or dispositions, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (the "Collateral"), to secure the prompt payment, performance and observance of the obligations set forth in the Agreement, whether now or hereafter in existence. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Collateral made and generated hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignor hereby authorizes and appoints Assignee as attorney-in-fact to file in such offices as Assignee deems necessary or desirable such financing and continuation statements and amendments and supplements thereto as Assignee may require to perfect, preserve and protect the security interests granted herein. Assignor will, from time to time, perform such other and further acts as may be reasonably requested by Assignee to perfect the security interests contemplated hereby.

Assignee is hereby appointed the attorney-in-fact, with full power of substitution, of Assignor for the purpose of carrying out the provisions of this Trademark Security Agreement and taking any action including, without limitation, executing, delivering and filing applications, certificates, instruments and other documents and papers with governmental authorities, and executing any instruments, including, without limitation, financing or continuation statements, conveyances, assignments and transfers which are required to be taken or executed by Assignor under this Trademark Security Agreement, on the behalf of and in the name of Assignor. This appointment is coupled with an interest, is irrevocable and durable and shall survive the subsequent dissolution, disability or incapacity of Assignor.

"Event of Default" hereunder shall mean any failure to make any payment under the Agreement within the applicable grace period, if any, related thereto; any breach of any covenant contained in the Agreement which shall remain in effect beyond the applicable grace period, if any, related thereto, and; any breach of any covenant under the Note, which breach shall remain in effect past the applicable grace period, if any, related thereto. Upon the occurrence and during the continuation of any Event of Default, Assignee shall have all the rights and remedies of a secured party under the Uniform Commercial Code or under any other applicable law. In any event, to the fullest extent permitted by applicable law, Assignee shall have the right (without

remedy granted to it) to take possession of the Collateral, to enter upon any premises on which the collateral or any part thereof may be situated and to remove the same therefrom, to receive, collect, appropriate and realize upon the Collateral or any part thereof, and to sell, assign, give an option or options to purchase, contract to sell or otherwise dispose of and deliver the Collateral or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, brokers board or otherwise, for cash, upon credit or for future delivery, as Assignee may determine. Assignee may require Assignor to assemble and to make the Collateral available to Assignee at a place to be designated by Assignee in a commercially reasonable manner.

After deducting all reasonable costs and expenses of collection, storage, custody, sale or other disposition and delivery (including legal costs and reasonable attorney's fees) and all other reasonable charges against the collateral, the residue of the proceeds of any such sale or disposition shall be applied as provided in the Agreement. In the event the proceeds of any sale, lease or other disposition of the collateral hereunder are insufficient to pay all of Assignor's obligations in full, Assignor will be liable on a joint and several basis for the deficiency in accordance with and to the extent set forth in the Agreement and the Note, and the costs and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys fees, expenses and disbursements.

Upon the occurrence and during the continuation of any Event of Default, Assignee, or any nominee thereof, shall have the right and power, to the fullest extent permitted by applicable law, to take possession of all or any part of the collateral, and to exclude Assignor, and all persons claiming under it wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same. In any such case, subject as aforesaid, Assignee or any nominee thereof shall have the right to manage and control the collateral and to carry on the business and to exercise all rights and powers of Assignor in respect thereto, as Assignee or such nominee shall deem best, including the right to enter into any and all such agreements with respect to the leasing, management and/or operation of the collateral or any part thereof as Assignee or such nominee may reasonably see fit; and Assignee or such nominee shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof.

All rights of Assignee hereunder, the grant of the security interest in the collateral and all obligations of Assignor hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Agreement, any Note or any other agreement or instrument delivered in connection with or relating to the foregoing, (ii) any change in the amount of the obligations (including, without limitation, any increase in the principal amount of the Note) or any other change in the time, manner, place of payment of, or in any other term of, all or any of the obligations, or any other amendment or waiver of or any consent to any departure from the Agreement or the Note, (iii) any exchange, release or nonperfection of any other collateral, or any release or amendment or waiver of or consent to or departure from any guaranty, for all or any of the obligations, (iv) any failure by Assignee or any other person to demand payment or performance by Assignor or to exercise or enforce any right or remedy in respect thereof or (v) any other circumstance (other than the payment in full of the obligations on or after the termination of the Agreement) which might otherwise constitute a defense to, or a discharge of Assignor or any other person in respect of the obligations or this Trademark Security Agreement.

This Trademark Security Agreement may be amended, modified and/or supplemented only in writing by Assignor and Assignee, subject to the restrictions set forth in the Agreement.

This Trademark Security Agreement and the rights and obligations of the parties under this Trademark Security Agreement shall be construed in accordance with and shall be governed by the laws of the State of Georgia.

To the extent that any terms of this Trademark Security Agreement shall be inconsistent with the terms of the Agreement, the terms of the Agreement shall control. Assignee's performance of its duties hereunder shall in all respects be subject to and governed by the Agreement. Nothing contained herein shall be construed to enlarge the degree of responsibility or discretion or the duty of care to be exercised by Assignee beyond those expressly set forth in Agreement.

Assignor hereby consents to the jurisdiction and venue of the courts of the State of Georgia or of any federal court located in such state, waives personal service of any and all process upon it and consents that all such service of process be made by certified or registered mail directed to Assignor at the address referenced in Section 20 of the Agreement and service so made shall be deemed to be completed upon actual receipt. Assignor hereby waives the right to contest the jurisdiction and venue of the courts located in the State of Georgia on the ground of inconvenience or otherwise and further waives any right to bring any action or proceeding against Assignee in any court outside the State of Georgia. The provisions of this Agreement shall not limit or otherwise affect the right of Assignee to institute and conduct an action in any other appropriate manner, jurisdiction or court.

NO PARTY HERETO OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE THEREOF SHALL SEEK A JURY TRIAL IN ANY PROCEEDING BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER NOTE, LOAN DOCUMENT, ANY COLLATERAL FOR THE PAYMENT OF THE SECURED OBLIGATIONS OR THE DEALINGS OR RELATIONSHIP AMONG SUCH PERSONS. NEITHER ASSIGNOR NOR ANY SUCH OTHER PERSON WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, EACH PARTY TO THIS AGREEMENT WAIVES ANY RIGHTS IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ASSIGNOR (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ASSIGNEE HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ASSIGNEE WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT AND THE NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS TRADEMARK SECURITY AGREEMENT. THE PROVISIONS OF THIS AGREEMENT HAVE BEEN FULLY DISCLOSED BY AND TO THE PARTIES AND THE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of July 5, 2007.

ALL SPORT, INC.

[Corporate Seal]

By: *Gary P. Smith*  
Name: Gary P. Smith  
Title: CEO

State of Texas )  
County of McLennan )

Before me personally appeared Gary P. Smith  
of Austin, Texas

who I am satisfied is the person who signed the within instrument, and he/she acknowledged that he/she signed, sealed with the company seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such company, made by virtue of a Resolution of its Board of Directors.

[Seal]

*Ginger Renae Combs*  
(Notary Public)



**SCHEDULE A  
ALL SPORT TRADEMARK REGISTRATIONS  
AND PENDING APPLICATIONS**

Country	Ser. No./ Filing Date	Reg. No./ Reg. Date	Mark
African Union (OAPI)	3-2006-00285 2/17/2006	53455 8/31/2006	ALL SPORT
	1871853 3/1/1993	1567868 7/6/1995	ALL SPORT
	2602936 7/7/2005	2118209 10/2/2006	ALL SPORT BODY QUENCHER & Design
Argentina	2536352 8/20/2004	2076669 3/31/2006	ALL SPORT PLUS
	93/081717 8/17/1993	16372 10/15/1993	ALL SPORT
Aruba	A560694 7/31/1991	560694 3/28/1994	ALL SPORT
Australia	95505 11/27/2005		ALL SPORT
Bangladesh	25257 8/30/1993	25257 9/22/1994	ALL SPORT
Bermuda	SM2473 7/12/2005	105215C 8/31/2006	ALL SPORT BODY QUENCHER
	SM2603 8/20/2004	101447C 11/22/2005	ALL SPORT PLUS
	SM2472 7/12/2005	1066227C 11/1/2006	ALL SPORT ZERO
Brazil	817414290 8/2/1993		ALL SPORT
	825240603 2/18/2003		ALL SPORT
	824442318 4/12/2002	82442318 2/27/2007	ALL SPORT BODY QUENCHER & Design
Brunei	824415396 3/11/2002		ALL SPORT THIRST QUENCHER & Design
	30958 11/25/1999	27397 1/10/2002	ALL SPORT
Canada	685639 7/10/1991	TMA466404 11/26/1996	ALL SPORT

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Canada	826403	TMA481812	ALL SPORT & Design
	10/18/1996	8/28/1997	
	1003421	TMA527563	ALL SPORT BLACK & Design
	1/28/1999	5/10/2000	
	768043	TMA465068	ALL SPORT BODY QUENCHER
	11/8/1994	10/25/1996	
	826402	TMA482518	ALL SPORT BODY QUENCHER & Design
Chile	10/18/1996	9/12/1997	
	773373	TMA466707	ALL SPORT ETANCHE-SOIF
	11/9/1995	11/29/1996	
	833457	TMA500406	ALL SPORT RAGING RASPBERRY
	11/3/1997	9/10/1998	
	701820	TMA466652	ALL SPORT THIRST QUENCHER & Design
	3/25/1992	11/29/1996	
China (Peoples Republic)	695249	745614	ALL SPORT BODY QUENCHER
	7/12/2005	1/10/06	
	247803	745636	ALL SPORT THIRST QUENCHER & Design
	1/29/1993	1/10/2006	
Colombia	695250	768631	ALL SPORT ZERO
	7/12/2005	10/2/2006	
Costa Rica	5184429		ALL SPORT
	3/1/2006		
Cuba	93/395708	171882	ALL SPORT
	3/1/1993	1/18/1995	
Cyprus, Republic of	N/A	94042	ALL SPORT
	7/30/1993	12/4/1995	
Dominica	64293	120541	ALL SPORT
	11/2/1993	11/2/2003	
Dominican Republic	42157	42157	ALL SPORT
	2/27/1995	2/27/1995	
Ecuador	7695	7695	ALL SPORT
	5/5/1995	9/24/1996	
France	25601	59462	ALL SPORT
	8/4/1993	10/15/1993	
France	4071493	288994	ALL SPORT
	7/30/1993	8/29/1994	
France	94/545045	94/545045	ALL SPORT
	11/17/1994	11/17/1994	



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	93/486702 10/7/1993	93/486702 10/7/1993	ALL SPORT THIRST QUENCHER & Design
Greece	122082	122082	ALL SPORT
	12/16/1994	10/17/1997	ALL SPORT THIRST QUENCHER & Design
Guatemala	122083	122083	ALL SPORT THIRST QUENCHER & Design
	12/16/1994	10/17/1997	ALL SPORT
	583899 3/14/1994	78103/437/167 6/11/1996	ALL SPORT BODY QUENCHER & Design
Hong Kong	N/A	131666	ALL SPORT
	6/10/2003	8/26/2004	ALL SPORT BODY QUENCHER & Design
	902794 8/8/1994	B12162/97 8/8/1994	ALL SPORT
Hungary	902894 8/8/1994	B1721/00 8/8/1994	ALL SPORT THIRST QUENCHER & Design
	M94/03928	144042	ALL SPORT
	11/2/1994	11/2/1994	ALL SPORT
India	M94/03929	144041	ALL SPORT THIRST QUENCHER & Design
	11/2/1994	11/2/1994	ALL SPORT THIRST QUENCHER & Design
	637379 8/18/1994	637379 8/18/1994	ALL SPORT
Indonesia	637380 8/18/1994	637380 8/18/1994	ALL SPORT THIRST QUENCHER & Design
	N/A	IDM000045694	ALL SPORT
	9/8/1994	12/19/1995	ALL SPORT THIRST QUENCHER & Design
Ireland	N/A	IDM000045695	ALL SPORT THIRST QUENCHER & Design
	9/8/1994	8/31/1995	ALL SPORT
	2005/1814 9/1/2005	232553 9/1/2005	ALL SPORT
Israel	N/A	94478	ALL SPORT
	9/1/1994	10/7/1997	ALL SPORT THIRST QUENCHER & Design
Italy	N/A	94479	ALL SPORT THIRST QUENCHER & Design
	9/1/1994	7/2/1997	ALL SPORT
Jamaica	RM94C004847 11/8/1994	690431 10/16/1996	ALL SPORT
	32951 8/17/1993	36242 8/17/1993	ALL SPORT
Japan	675618 7/26/1994	3370195 9/11/1998	ALL SPORT THIRST QUENCHER & Design

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Jordan	38316	5847	ALL SPORT
	9/21/1994	9/21/1994	
	38317	5848	ALL SPORT THIRST QUENCHER & Design
	9/21/1994	9/21/1994	
Kenya	Newly filed No details		ALL SPORT
Kuwait	30537	28755	ALL SPORT
	3/26/1995	3/26/1995	
	30538	28756	ALL SPORT THIRST QUENCHER & Design
	3/26/1995	3/26/1995	
Malaysia	91/05196	91/05196	ALL SPORT
	9/11/1991	9/11/1991	
	91/05536	91/05536	ALL SPORT THIRST QUENCHER & Design
	9/11/1991	10/13/2005	
Mexico	119416	403162	ALL SPORT
	8/2/1991	12/27/1991	
	119468	408663	ALL SPORT THIRST QUENCHER & Design
	8/5/1991	3/23/1992	
New Zealand	240046	B240046	ALL SPORT
	8/16/1994	8/16/1994	
	240047	B240047	ALL SPORT THIRST QUENCHER & Design
	8/16/1994	8/16/1994	
	212301	B212301	ALL SPORT THIRST QUENCHER & Design
	8/20/1991	8/20/1991	
Nicaragua	93/02529	29086CC	ALL SPORT
	10/26/1993	8/17/1995	
Pakistan	199148		ALL SPORT
	7/28/2004		
Panama	68441	68441	ALL SPORT
	11/9/1993	6/22/1995	
Peru	7850	27428	ALL SPORT
	4/12/1996	7/15/1996	
Philippines	4-1994-96186		ALL SPORT THIRST QUENCHER & Design
	11/3/1994		
Poland	Z140990	131649	ALL SPORT
	12/6/1994	12/6/1994	
	Z140991	102698	ALL SPORT THIRST QUENCHER & Design
	12/6/1994	10/29/1998	

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Romania	M2005/07498 7/5/2005	70594 7/5/2005	ALL SPORT THIRST QUENCHER & Design
Singapore	T04/11316E 7/12/2004	T04/11316E 4/26/2005	ALL SPORT
Suriname	10/13/1993	13789 10/18/1993	ALL SPORT
Switzerland	5240/1991 8/2/1991	392499 8/2/1991	ALL SPORT THIRST QUENCHER & Design
Taiwan	85050433 8/1/1994	681727 7/16/1995	ALL SPORT
	83050434 8/1/1994	681780 7/16/1995	ALL SPORT THIRST QUENCHER & Design
Thailand	465417 10/8/1991	149190 10/8/1991	ALL SPORT
	465418 10/8/1991	149189 10/8/1991	ALL SPORT THIRST QUENCHER & Design
United Kingdom	2062632 3/21/1996	2062632 9/12/1997	ALL SPORT
	2070306 5/2/1996	2070306 9/12/1997	ALL SPORT BODY QUENCHER & Design
	1547503 9/13/1993	1547503 2/2/1996	ALL SPORT THIRST QUENCHER & Design
United States	74/118261 11/19/1990	1747887 1/19/1993	ALL SPORT
	75/135092 7/15/1996	2083775 7/29/1997	ALL SPORT BODY QUENCHER & Design
	75/134256 7/15/1996	2081378 7/22/1997	ALL SPORT Logo
	76/582634 3/24/2004	2978019 7/26/2005	ALL SPORT PLUS
Uruguay	N/A 1/26/1993	348814	ALL SPORT
Venezuela	N/A 9/4/1991	F164303 8/19/1994	ALL SPORT
	N/A 9/4/1991	F164302 8/19/1994	ALL SPORT THIRST QUENCHER & Design
Virgin Islands (British)	N/A 3/21/1996	1766 4/20/2000	ALL SPORT