

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

GLOBAL BEVERAGE MARKETING CORPORATION

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JANUARY 31, 2008

- 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: NAME INTELLIGENCE, INC.

Internal

Address: _____

Street Address: 505 FIFTH AVENUE S., SUITE 610

City: SEATTLE

State: WASHINGTON

Country: USA Zip: 98104

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

B. Trademark Registration No.(s)

SEE SCHEDULE "A" ATTACHED

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: NEWMAN DICHTER, LLP

Internal Address: _____

Street Address: 505 FIFTH AVENUE SOUTH, SUITE 610

City: SEATTLE

State: WASHINGTON Zip: 98104

Phone Number: 206-274-2800

Fax Number: 206-274-2801

Email Address: roy@newmandichter.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

- 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 503122
Authorized User Name Laura Kimball

9. Signature:

Signature

March 25, 2008

Date

JOEL DICHTER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **9**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$265.00 503122 75697354

SCHEDULE A

TRADEMARKS PRESENT APPLICATIONS AND REGISTRATIONS

| TRADEMARK | APPLICATION/REGISTRATION NO. |
|---|------------------------------|
| BEER.COM | 75/697,354 |
| BEER.COM Bottle Cap Design (Wares) (Class 25) | 75/942,337 |
| BEER.COM Bottle Cap Design (Services) (Class 38) | 75/942,338 |
| BEER.COM Logo (Class 42) (Wares) | 75/942,336 |
| BEER.COM Logo (Class 38) (Services) | 75/942,335 |
| BEER.COM THE PARTY STARTS HERE | 76/287,081 |
| BEERS.COM | 75/869,927 |
| BEERS.COM | 75/869,926 |
| BEERS.COM (Beer) | 75/869,928 |
| THE PARTY STARTS HERE | 78/172,279 |

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made this 31 day of January, 2008, between GLOBAL BEVERAGE MARKETING CORPORATION, a Barbados corporation (referred to as "Debtor"), and NAME INTELLIGENCE, INC ("Secured Party").

1. Definitions.

(a) *Collateral.* The term "Collateral" means all rights of the Debtor in respect of the domain name BEER.COM and all permutations thereof (the "Domain Names"); all registered trademarks containing the Domain Names (the "Trademarks") and all general intangibles and good will. The Domain Names and Trademarks are more particularly described on Exhibit 1(a) attached hereto.

(a1) *Cure Period.* The term "Cure Period" means a period of ten (10) Business Days from the time the Debtor receives written notice of a Default from the Secured Party. A "Business Day" shall be any day other than a Saturday, Sunday, public holiday or any other day on which banks are not typically open for business in Seattle, Washington.

(b) *Default.* The term "Default" means any of the following events:

(i) [*intentionally deleted*];

(ii) *Default in Payment.* The Debtor, or any other party to the Obligations, fails to pay any sum payable on the Obligations when due, or fails to perform any of the terms and conditions of the Obligations, or fails to adhere to the terms and conditions of this Agreement or any instrument delivered pursuant to this Agreement;

(iii) *Default of Other Agreement.* The Debtor defaults in respect of any material obligation in this Agreement or that certain promissory note attached hereto (the "Note");

(iv) *Breach of Warranty.* Any warranty, representation, or statement of fact made by or on behalf of the Debtor in this Agreement proves to have been false in any respect when made or furnished;

(v) *Loss of Collateral.* The Collateral is lost, stolen, levied upon, seized, or attached;

(vi) *Change of Name.* The Debtor executes or files a certificate or other instrument changing the Debtor's name without furnishing Secured Party at least ten (10) days' prior written notice of the change;

(vii) *Dissolution or Merger.* The Debtor dissolves or merges with another corporation without the prior written consent of the Secured Party;

(viii) *Corporate Existence.* The Debtor fails to maintain its corporate existence in good standing;

(ix) *Suspension of Business.* The Debtor suspends the transaction of its usual business, being the operation of a web site primarily targeted at a young adult male audience;

(x) *Insolvency.* The Debtor becomes insolvent;

(xi) *Appointment of Receiver.* An action is commenced to appoint or the Debtor consents to the appointment of, a receiver, or trustee, or other similar official for all of the Debtor's property or the Collateral specifically;

(xii) *Assignment for Benefit of Creditors.* The Debtor assigns any of the Collateral for the benefit of its creditors;

(xiii) *Bankruptcy Proceedings.* The Debtor files or is served with a petition for relief under 11 U.S.C. § 1 *et seq.*, or any similar state or federal statute, or a proceeding is instituted against the Debtor seeking a readjustment of Debtor's indebtedness;

(xiv) *Attachment of Collateral.* Any of the Collateral is attached pursuant to a court order or other legal process;

(xv) *Inability to Pay Debts.* The Debtor admits, in writing, its inability to pay its debts as they become due; or

(xvi) *Court Ordered*

Reorganization. A court of competent jurisdiction enters an order approving a petition seeking a reorganization of the Debtor or appointing a receiver, trustee, or other similar official of the Collateral.

(xvii) *Transfer of Debt or Equity.*

The Debtor or any owner of Debtor's equity or debt transfers such equity or debt to a party who is not already an owner of Debtor's debt or equity so as to cause a change in the voting control of the Debtor. Provided, however, that nothing in this section shall prohibit Debtor from issuing debt or equity if the proceeds of such issuance are used to satisfy the Obligations in full.

(c) *Default Rate.* Has the meaning given to such term in the Note.

(d) *Obligations.* The term "Obligations" means all current and future indebtedness, obligations, and liabilities of any kind of the Debtor to the Secured Party. The Debtor's presently existing Obligations to the Secured Party are set out in the Note.

(e) *Other Terms.* All other terms which are used in this Agreement and defined in the Uniform Commercial Code of the State of Washington shall have the same meanings as stated in the Uniform Commercial Code.

2. *Grant of Security Interest.* In consideration for executing the Note and the advance of funds pursuant to the Note and as security for the prompt payment and performance of the Obligations, the Debtor grants to the Secured Party a security interest in all of the Collateral. Except as set out in this Agreement, all collateral shall be held by the Debtor, unless and until a Default occurs which is not cured within the Cure Period.

3. *Warranties.* Debtor warrants that:

(a) *Debtor Owns Collateral.* Except for the security interest granted by this Agreement and those interests of Labatt Brewing Company Limited which have been disclosed to the Secured Party, the Debtor owns the Collateral and will keep it free and clear of all liens, other security interests, or other encumbrances. No financing statement, security

agreement, or other instrument naming the Debtor as "debtor" and affecting the Collateral exists, or is on file or recorded in any public office. The Debtor will not transfer, encumber, or otherwise dispose of the Collateral or any interest in the Collateral without the prior written consent of the Secured Party. Each of the Debtor's accounts is bona fide and arises out of the sale and delivery of merchandise or the performance of labor or services. Each of the Debtor's account debtors has the legal capacity to contract indebtedness, and is indebted to the Debtor in the amount indicated in the Debtor's books and records.

(b) *Location of Records and Collateral.* The Debtor's place of business is c/o Tricor Caribbean Limited, Caribbean Corporate Services Ltd., Worthing Corporate Centre, Worthing, Christ Church BB15008, P O Box 169W, Barbados, W I. The Debtor keeps its records concerning the Collateral at its place of business. Debtor will maintain full and accurate books of account, ledgers, and other written records relating to the Collateral. The Debtor will promptly notify the Secured Party of any change in the location of any of the Collateral, the Debtor's records, or the Debtor's place of business. The Secured Party may examine the Debtor's records relating to the Collateral, upon request, during regular business hours.

(c) *Good Standing and Qualification.* The Debtor is a corporation properly organized and in good standing under the laws of Barbados, and is authorized to own its properties and to carry on its businesses. The Debtor is fully qualified to do business in every jurisdiction in which it owns properties or transacts business.

(d) *Corporate Authority to Enter Agreement.* The Debtor has full power and authority to enter into this Agreement and to execute and endorse the Obligations. No consent or approval of stockholders or of any public authority is required as a condition to the validity of this Agreement or the Obligations.

(e) *Binding Agreement.* The Debtor has taken all corporate actions necessary to authorize the Debtor to enter into and perform this Agreement. This Agreement is valid and legally binding on the Debtor.

(f) *No Judgments Outstanding.* No judgments, decrees, or orders of any court or governmental body are outstanding against the Debtor or the Collateral. No proceedings are pending or, so far

as the officers of the Debtor know, threatened before any court or governmental body which will affect the financial condition or operations of the Debtor.

(g) *No Conflicting Agreements.* No charter or bylaw provisions of the Debtor prevent the Debtor from entering into or performing under this Agreement. Except for those agreements with Labatt Brewing Company Limited which are the subject of the subordination agreement referred to in Section 4(l) hereof, no provisions of any existing mortgage, indenture, or other agreement prevent the Debtor from entering into or performing under this Agreement. The Debtor will enter no agreements that would conflict with or otherwise prevent the Debtor from performing under this Agreement or the Obligations.

(h) *Use of Debtor's Property.* No current or proposed use of the Debtor's property will violate any law, ordinance, rule, or regulation of any governmental authority having jurisdiction over the use of the property. No action or proceeding relating to the use of the Debtor's property is pending before any court, quasi-judicial body, or administrative agency.

(i) *No Existing Default.* The Debtor has committed no act of Default which has not been cured.

4. *Covenants.* The Debtor covenants that:

(a) *Possession of Collateral.* The Debtor will, at its own expense, take any action requested by the Secured Party which is not inconsistent with the terms of this Agreement and the Note to perfect and maintain the Secured Party's security interest in the Collateral, or to collect the Collateral if it is not in the Debtor's possession. If the Collateral is in the possession or control of any of the Debtor's agents, the Debtor will notify its agents immediately of the Secured Party's security interest in the Collateral. Upon request, the Debtor will instruct its agents to hold the Collateral for the Secured Party's account and subject to the Secured Party's instructions. The Debtor will obtain and deliver to the Secured Party any third-party consents, disclaimers, waivers, or authorizations pertaining to the Collateral, including authorizations to enter and remove the Collateral, as may be requested by the Secured Party. Debtor further agrees to provide Secured Party with any documentation of sale or transfer of the Collateral requested by the Secured Party.

(b) *Possession and control of domain names.* While any Obligation is outstanding all administrative contact and control of the Domain Names shall be transferred, without reservation or qualification (except as set out herein or in the Note), jointly to Secured Party and the Debtor and all Domain Names shall be registered with Domain Intelligence, Inc., or another registrar that Secured Party shall designate in writing (the "Registrar"). Unless an event of Default has occurred and is not cured within the Cure Period, no action may be taken with respect to the registration of the Domain Names, including any transfer of ownership, administrative contact and control, without the prior written approval of both the Secured Party and the Debtor. Following an event of Default that is not cured within the Cure Period, the Secured Party may take any action permitted by the Note or this Agreement in respect of the Domain Names without the requirement for the written approval of the Debtor. The parties shall ensure that such actions are taken as may be necessary to ensure that the Registrar agrees to abide by the foregoing approval requirements. Upon payment in full of the Obligations the Secured Party shall immediately take such steps as are necessary to transfer all administrative contact and control of the Domain Names back to the Debtor.

(c) *Inspection of Collateral and Records.* The Secured Party shall have the right to inspect the Collateral and any records relating to the Collateral at all reasonable times. Upon request, the Debtor shall deliver to the Secured Party copies of any records relating to the Collateral.

(d) *Payment of Indebtedness and Taxes.* The Debtor will pay in a timely fashion all taxes, assessments, or contributions which may be lawfully levied or assessed against the Collateral. Upon request, the Debtor will execute and deliver to the Secured Party certificates attesting to the timely payment of all indebtedness, taxes, assessments, or contributions.

(e) *Provision of Documents.* Upon request, the Debtor will provide the Secured Party with full reports on the status of the Collateral. The Debtor shall execute and deliver to the Secured Party, pursuant to the Uniform Commercial Code, financing statements relating to the Collateral and any other instruments which may be required by the Secured Party. The Secured Party may execute and file on behalf of the Debtor one or more financing statements with respect to all or any part of the Collateral.

(f) *Indemnification.* The Debtor will indemnify the Secured Party and hold it harmless from any loss or liability incurred by the Debtor arising out of the Debtor's Default under this Agreement or the Note. The Debtor will pay all costs and expenses, including reasonable attorneys' fees, incurred by the Secured Party as a result of making the loans and financial accommodations secured by this Agreement.

(g) *Waiver of Rights.* The Debtor waives any right to require the Secured Party to:

- (i) Proceed against any person;
- (ii) Proceed against or exhaust any Collateral; or
- (iii) Pursue any other remedy in its power.

(h) *Other Security.* The Debtor authorizes the Secured Party, without notice or demand, to:

(i) Subject to the terms of this Agreement and the Note, take and hold security other than the Collateral if the Secured Party believes it necessary; and

(ii) in the event of a Default that is not cured within the Cure Period, sell the Collateral in accordance with Section 8 hereof, and apply the proceeds to retiring the Obligations;

(i) *Secured Party Action for Debtor.* The Secured Party may, for the account and at the expense of the Debtor, pay any amount which the Debtor fails to pay, do any act required of the Debtor under this Agreement, or pay or discharge any lien, security interest, or encumbrance which covers or affects the Collateral.

(j) *Reimbursement for Payment, Attorneys' Fees.* The Debtor will promptly reimburse the Secured Party for any attorneys' fees or other expenses which the Secured Party may pay or incur in defending or protecting the Collateral, or in enforcing the security interest granted by this Agreement, or in obtaining payment of the Obligations, or in discharging any lien or claim against the Collateral, or in assembling the Collateral for transfer or resale, including any attorneys' fees or costs incurred in preparing for or

conducting any litigation or dispute resolution proceeding between the Debtor and the Secured Party. All sums paid and expenses incurred by the Secured Party to protect the Secured Party's interest in the Collateral, or to enforce the Secured Party's rights to the Collateral, together with any interest on those sums, shall be added to and become part of the Obligations secured by this Agreement. Notwithstanding the forgoing, in the event Debtor does not contest the exercise of any of Secured Party's Remedies on Default, the Debtor shall be obligated to pay no more than One Hundred Thousand Dollars (\$100,000) of Secured Party's attorney's fees.

(k) *Evidence of Corporate Action.* The Debtor shall deliver to the Secured Party certified copies of all corporate actions taken to authorize this Agreement and the Obligations.

(l) *Closing Deliverables.* Prior to advance of the amounts under the Note, the Debtor shall deliver to the Secured Party the following documents: (i) a subordination agreement signed by Labatt Brewing Company Limited; (ii) an estoppel letter signed by the Debtor's sole director; (iii) a certificate of good standing with respect to the Debtor (iv) a letter describing the rights and restrictions of the Debtor in the domain name BEER.COM; (v) Initial Authorization for Registrar Transfer; (vi) UCC-1 Financing Statement; (vii) PTO-1594; (viii) Notification to the host of the website that uses BEER.COM; and (ix) Limited Power of Attorney, all in form reasonably satisfactory to the Secured Party.

6. *Remedies on Default.* Upon Default, the Secured Party shall deliver written notice of the Default to the Debtor. The Debtor shall have the right to cure, within the Cure Period, any. If the Debtor cures the Default within the Cure Period, the Debtor shall nonetheless remain liable for any late charge properly assessed pursuant to Section 5 of the Note. If the Debtor fails to cure a Default within the Cure Period the Secured Party may declare any or all of the Obligations immediately due and payable. The Secured Party shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code of Washington, subject only to the restrictions and qualifications on such rights set out in the Note and in this Agreement, and all of the rights and remedies available to it under this Agreement or the Note. All of the Secured Party's rights and remedies are cumulative and not exclusive of any other right or remedy. The

Secured Party may enter upon any premises and take possession of the Collateral, require the Debtor to assemble and make the Collateral available to Secured Party, or dispose of the Collateral in public or private proceedings conducted in a legal and commercially reasonable manner consistent with generally acceptable industry practice and using the Secured Party's commercially reasonable best efforts to obtain the highest sale price for the Collateral.

~~Notwithstanding the rights of a secured creditor under law, the Secured Party agrees that it will not dispose of the Collateral by private sale.~~ The Debtor is entitled to seventy five percent (75%) of any surplus (net of cost, expenses, attorney's fees, other charges, and costs of collection), and shall be liable for seventy five percent (75%) of any deficiency remaining after disposition of the Collateral.

7. *Notice and Demand.* Except as set out in Section 6, the Secured Party need not, upon a Default by the Debtor, make demand for performance, issue notice of the Default, or issue notice of sale of the Collateral except where an applicable law requires demand or issuance of reasonable notice. The Debtor agrees that five (5) days' notice in accordance with Section 15 hereof of the place and time of any public sale shall be deemed reasonable in instances where notice is required.

8. *Sale of Collateral.* If any of the Collateral is sold by the Secured Party upon credit or for future delivery, the Secured Party shall not be liable for a default by the purchaser. If the purchaser defaults, the Secured Party may resell the Collateral. The Secured Party may buy the Collateral at any public sale, provided that in no event may the Secured Party collude with any third party or take any action or inaction that is calculated to or could reasonably be expected to result in the Collateral being purchased or sold at a lower price than could be expected at a public auction conducted in a legal and commercially reasonable manner consistent with generally acceptable industry practice. In the event of sale, the Parties agree that Escrow.com (or similar company) will act as the escrow agent to receive and disburse funds.

9. *Proceeds from Disposition of Collateral.* The Secured Party shall apply the proceeds received from any disposition of the Collateral in the following manner: first to the reasonable expenses of selling the Collateral; second to reasonable attorneys' fees, and

other expenses which may be incurred in attempting to realize upon the Collateral or in any other action on this Agreement (provided that, in the event Debtor does not contest the exercise of any of Secured Party's remedies on Default, the amount that the Secured Party may apportion to actual reasonable attorney fees shall be no more than One Hundred Thousand Dollars (\$100,000)); third to interest on the Obligations; and then to principal. After the foregoing payments, the Debtor is entitled to seventy five percent (75%) of the surplus, and shall be liable for seventy five percent (75%) of any deficiency remaining after disposition of the Collateral.

10. *Duty of Care.* The Secured Party shall have no duty of care with respect to the Collateral except for Collateral in the custody of the Secured Party. The Secured Party shall be deemed to have exercised reasonable care if the Collateral in its possession is accorded treatment substantially equal to that which it accords to its own property, or if the Secured Party treats the Collateral in the manner requested by the Debtor in writing. A failure to comply with any actions requested by the Debtor shall not be deemed a failure to exercise reasonable care. Any failure by the Secured Party to take steps to preserve its rights to the Collateral against other parties shall not be deemed a failure to have exercised reasonable care with respect to Collateral.

11. *No Recourse to Collateral Required.* The Secured Party need not seek recourse to any part or all of the Collateral as a condition for demanding payment of the Obligations or for bringing a suit or other proceeding for the collection of the Obligations.

12. *No Presentment or Notice of Dishonor.* The Debtor waives all rights to presentment, notice of dishonor, and protest of all instruments evidencing the Obligations or the Collateral.

13. *Termination of Agreement.* This Agreement shall remain in full force and effect until the Obligations have been paid in full, at which time it shall terminate.

14. *[intentionally deleted]*

15. *Notice.* Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or made either (1) when

delivered to the party to which it is directed, or (2) five days after being deposited in the United States certified or registered mail, postage prepaid, return receipt requested, and properly addressed to the party to which it is directed. A communication will be deemed to be properly addressed if sent to the Debtor at LaBarge Weinstein 515 Legget Drive, Suite 800, Kanata, Ontario K2K 3G4 Canada, attention: Shane McLean or if sent to the Secured Party at 505 South Fifth Avenue, Suite 610, Seattle Washington 98104. The Debtor or the Secured Party may, at any time during the term of this Agreement, change the address to which notices and other communications must be sent by providing written notice of a new address within the United States to the other party. Any change of address will be effective ten (10) days after notice is given.

16. *Governing Law.* This Agreement will be construed and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of Washington. All dollar figures are denominated in U.S. Dollars. The exclusive jurisdiction for any dispute resulting from this Agreement shall be King County Superior Court.

17. *Successors and Assigns.* This Agreement will bind and benefit the parties, and their respective heirs, executors, legal representatives, and permitted successors and assigns. Nothing contained in this section will be construed to permit any assignment or conveyance of any interest in the Collateral not otherwise expressly permitted elsewhere in this Agreement. Upon written notice to Debtor, Secured Party may transfer any of its rights under this Agreement at any time and from time to time without the consent of Debtor.

18. *Headings.* Headings used in this Agreement have been included for convenience and ease of reference only, and will not in any manner influence the construction or interpretation of any provision of this Agreement.

19. *Entire Agreement.* This Agreement and the Note, together, represent the entire understanding of the parties with respect to the subject matter of the Note and this Agreement. There are no other prior or contemporaneous agreements, either written or oral, among the parties with respect to this subject.

20. *Waiver.* No right or obligation under this Agreement will be deemed to have been waived unless

evidenced by a writing signed by the party against which the waiver is asserted, or by its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time.

21. *Severability.* The parties intend that this Agreement be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Agreement, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons, circumstances, or extent, will not be impaired.

22. *Number and Gender.* When required by the context (a) the word "it" will include the plural and the word "its" will include the singular, (b) the masculine will include the feminine and neuter genders, and vice versa, and (c) the word "person" will include corporation, firm, partnership, or other form of association.

23. *References.* Except as otherwise specifically indicated, all references in this Agreement to numbered or lettered sections or subsections refer to sections or subsections of this Agreement. All references to Exhibits or Schedules refer to Exhibits or Schedules attached to this Agreement. All references to "this Agreement," or to any Exhibit or Schedule to this Agreement, shall include any subsequent amendments to this Agreement, or to the Exhibit or Schedule, as the case may be.

24. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement.

25. *Further Assurances.* Each party agrees to take any further actions and to make, execute, and deliver any further written instruments, as may be reasonably required to carry out the terms, provisions, intentions, and purposes of this Agreement.

26. *No Personal Liability.* The parties confirm and agree that the Debtor is solely responsible for its obligations hereunder and no director, officer, employee, consultant, shareholder of the Debtor or any

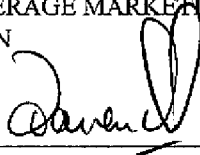
other individual shall be held, and the Secured Party shall not attempt to hold any such individual, liable or responsible for any of the obligations set out in the Note or this Agreement.

27. Confidentiality. The Secured Party, intending to be legally bound, hereby agrees and undertakes to protect in strict confidence, and not to use or disclose, any and all information relating to the business of the Debtor, the terms of any agreement to which the Debtor is a party or the terms and the fact of this Agreement, and the Secured Party may only disclose such information to its legal and financial advisors when necessary in connection with the negotiation and execution of this Agreement, the Note or the enforcement of the Secured Party's rights hereunder, provided that the Secured Party may disclose such information following a Default that is not cured within the Cure Period only when such disclosure is reasonably required in connection with the Secured Party's exercise of its remedies hereunder. Notwithstanding the foregoing, the Secured Party may make reasonable disclosure to third parties in anticipation of the transfer of this Agreement, provided such third parties agree, in writing, to be bound by the terms of this Paragraph 27. Nothing herein shall prohibit the Secured Party from disclosing the fact of this Agreement provided neither the identity of Debtor nor the domain name beer.com shall be disclosed.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

DEBTOR:

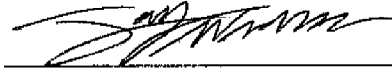
GLOBAL BEVERAGE MARKETING CORPORATION



By Director
its _____

SECURED PARTY

NAME INTELLIGENCE, INC



By JAY WESTERDAL
its CEO