

The Honorable Commissioner of Patents and Trademarks

Additional documents or copy thereof.

101787295

1. Name of conveying party(ies):  
 Name: **Southern Specialty Brands, Inc.**  
 Internal Address: **One American Center, Suite 1200**  
 Street Address: **3100 West End Avenue**  
 City: **Nashville** State: **TN** Zip: **37203**

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation State - **Tennessee**  
 Other

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

2. Name and address of receiving party(ies):  
 Name: **FINOVA Mezzanine Capital, Inc.  
f/k/a SIRROM Capital Corporation**  
 Internal Address:  
 Street Address: **500 Church Street**  
 City: **Nashville** State: **TN** ZIP: **37219**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation State - **Tennessee**  
 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

3. Nature of Conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other

Execution Date: **January 17, 1996**

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

A. Trademark Application No.(s)

76-055870	76-054846	76-054845
76-054843	76-054841	76-055871
76-055872	76-055869	76-055581
76-054844	75-939456	

B. Trademark Registration No.

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Amy Marie Sanford**  
 Internal Address: **Harwell Howard Hyne Gabbert & Manner, P.C.**  
 Street Address: **315 Deaderick Street, Suite 1800**  
 City: **Nashville** State: **TN** ZIP: **37238-1800**

6. Total number of applications and registrations involved: ..... **11**

7. Total fee (37 CFR 3.41): ..... \$ **440.00**  
 Enclosed  
 Authorized to be charged to deposit account

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

07/20/2001 AMMEDI 00000170 76055870  
 01 FC:481 40.00 OP  
 02 FC:482 250.00 OP

DO NOT USE THIS SPACE.

Refund Ref: 07/20/2001 AMMEDI 00000170  
 CHECK Refund Totals: \$150.00

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.*  
 \_\_\_\_\_  
**Bruce Dicks, Vice President**

Signature: Date: **7/12/01**

Total number of pages comprising cover sheet [ **1** ]



## SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), dated as of the 17<sup>th</sup> day of January, 1996, is made and entered into by and between SOUTHERN SPECIALTY BRANDS, INC., a Tennessee corporation ("Borrower"), and SIRROM CAPITAL CORPORATION, a Tennessee corporation ("Lender").

### WITNESSETH:

WHEREAS, Lender is making a loan (the "Loan") in the amount of \$1,750,000 to Borrower, pursuant to that certain Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement"); and

WHEREAS, in connection with the making of the Loan, Lender desires to obtain from Borrower and Borrower desires to grant to Lender a security interest in certain collateral more particularly described below.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in the following described property and any and all proceeds (although proceeds are covered, Lender does not authorize the sale of any of the following, except to the extent permitted under Sections 10 and 11 hereof) and products thereof and accessions thereto (collectively the "Collateral"):

(a) Equipment. All equipment and other tangible personal property of Borrower of any kind and description, whether now owned or hereafter acquired and wherever located, together with all parts, accessories and attachments and all replacements thereof and additions thereto;

(b) Inventory, Accounts, Contract Rights, Chattel Paper, Documents, Instruments and General Intangibles. All of Borrower's inventory and any agreements for lease of same and rentals therefrom, and all of Borrower's accounts, accounts receivable, contract rights, chattel paper, software, documents, instruments and general intangibles (including but not limited to goodwill, patents and trademarks) and the proceeds therefrom, whether now in existence or owned or hereafter arising or acquired, entered into or created, and wherever located; and whether held for lease or sale, or furnished or to be furnished under contracts of service;

(c) Trademarks, Etc. All trademarks, trade names, and service marks now held or hereafter acquired by Borrower, both those that are registered with the United States Patent and Trademark Office and any unregistered marks used by Borrower in the United States, and trade dress, including logos and designs, in connection with which any such marks are used, together with all registrations regarding such marks and the rights to renewals thereof, and the goodwill of the business of Borrower symbolized by such marks, and all patents, licenses, technology and other intangible property of Borrower, whether now owned or hereafter acquired;

(d) Copyrights. All copyrights now held or hereafter acquired by Borrower and any applications for U.S. copyrights hereafter made by Borrower; and

(e) Proprietary Information, Computer Data, Etc. All proprietary information and trade secrets of Borrower with respect to Borrower's business, whether now owned or hereafter acquired, and all of Borrower's computer programs and the information contained therein and all intellectual property rights with respect thereto, whether now owned or hereafter acquired.

2. Secured Indebtedness. The obligations secured hereby shall include (a) loans to be made concurrently or in connection with this Agreement or the Loan Agreement as evidenced by one or more promissory notes payable to the order of Lender that shall be due and payable as set forth in such promissory notes, and any renewals or extensions thereof, (b) the full and prompt payment and performance of any and all other indebtednesses and other obligations of Borrower to Lender, direct or contingent (including but not limited to obligations incurred as indorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtednesses incurred pursuant to any present or future commitment of Lender to Borrower and any and all future advances regardless of the class of such future advances, and (c) all future advances made by Lender for taxes, levies, insurance and preservation of the Collateral and all attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created hereby.

3. Representations, Warranties and Agreements of Borrower. Borrower represents, warrants and agrees as follows:

(a) Borrower will promptly notify Lender, in writing, of any change in Borrower's place or places of business if the Collateral is used in business, or of any change in Borrower's residence if the Collateral is not used in business, and regardless of use, of any change in the location of the Collateral or any records pertaining thereto.

(b) Except as set forth on Schedule 3(b) hereto, Borrower is the owner of the Collateral free and clear of any liens, security interests, claims and encumbrances, contingent or otherwise. Borrower will defend the Collateral against the claims and demands of all persons.

(c) Borrower will pay to Lender all amounts secured hereby as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will promptly perform all terms of said indebtedness and this or any other security or loan agreement between Borrower and Lender, and will promptly discharge all said liabilities.

(d) Borrower will at all times keep the Collateral insured against all insurable hazards in amounts equal to the full cash value of the Collateral. Such insurance shall be obtained from such companies as may be acceptable to Lender, with provisions satisfactory to Lender for payment of all losses thereunder to Lender as its interests may appear. If required by Lender, Borrower shall deposit the policies with Lender. If an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, any money received by Lender under said policies may be applied to the payment of any indebtedness secured hereby, whether or not due and payable, otherwise said money shall be delivered by Lender to Borrower for the purpose of repairing or restoring the Collateral. Borrower assigns to Lender all right to receive proceeds of insurance not exceeding the amounts secured hereby, directs any insurer to pay all proceeds directly to Lender, and appoints Lender Borrower's attorney in fact to endorse any draft or check made payable to Borrower in order to collect the benefits of such insurance. If Borrower fails to keep the Collateral insured as required by Lender, Lender shall have the right to obtain such insurance at Borrower's expense and add the cost thereof to the other amounts secured hereby.

(e) Borrower will pay all costs of filing of financing, continuation and termination statements with respect to the security interests created hereby, and Lender is authorized to do all things that it deems necessary to perfect and continue perfection of the security interests created hereby and to protect the Collateral.

(f) The address set forth after Borrower's signature on this Agreement is Borrower's principal place of business and the location where the records concerning all intangible Collateral are kept and/or maintained. The addresses set forth on Schedule 3(f) hereto are all of the locations where Borrower does business and the locations of all tangible Collateral.

4. Default. Borrower shall be in default upon the occurrence of an Event of Default under the Loan Agreement or any other Loan Document (as defined in the Loan Agreement) that has not been cured during the applicable grace period, or if any warranty or statement by Borrower set forth herein or furnished in connection herewith is false or misleading.

5. Remedies Upon Default. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), all sums secured hereby shall immediately become due and payable at Lender's option without notice to Borrower, and Lender may proceed to enforce payment of same and to exercise any and all rights and remedies provided by the Uniform Commercial Code (Tennessee) or other applicable law, as well as all other rights and remedies possessed by Lender, all of which shall be cumulative. Whenever Borrower is in default hereunder, and upon demand by Lender, Borrower shall assemble the Collateral and make it available to Lender at a place reasonably convenient to Lender and Borrower. Any notice of sale, lease or other intended disposition of the Collateral by Lender sent to Borrower at the address hereinafter set forth, or at such other address of Borrower as may be shown on Lender's records, at least five (5) days prior to such action, shall constitute reasonable notice to Borrower.

Lender may waive any default before or after the same has been declared without impairing its right to declare a subsequent default hereunder, this right being a continuing one.

6. Severability. If any provision of this Agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this Agreement.

7. Binding Effect. This Agreement shall inure to the benefit of Lender's successors and assigns and shall bind Borrower's heirs, representatives, successors and assigns. If Borrower is composed of more than one person, firm and/or entity, their obligations hereunder shall be joint and several.

8. Termination Statement. Borrower agrees that, notwithstanding the payment in full of all indebtedness secured hereby and whether or not there is any outstanding obligation of Lender to make future advances, Lender shall not be required to send Borrower a termination statement with respect to any financing statement filed to perfect Lender's security interest(s) in any of the Collateral, unless and until Borrower shall have made written demand therefor. Upon receipt of proper written demand, Lender may at its option, in lieu of sending a termination statement to Borrower, cause said termination statement to be filed with the appropriate filing officer(s).

9. Protection of Collateral. Borrower will not permit any liens or security interests other than those created by this Agreement to attach to any of the Collateral, nor permit any of the Collateral to be levied upon under any legal process, nor permit anything to be done that may impair the security intended to be afforded by this Agreement, nor permit any tangible Collateral to become attached to or commingled with other goods without the prior written consent of Lender.

10. Special Agreements With Respect to Certain Tangible Collateral. Borrower additionally agrees and warrants as follows:

(a) Borrower will not permit any of the Collateral to be removed from the location specified herein, except for temporary periods in the normal and customary use thereof, without the prior written consent of Lender, and will permit Lender to inspect the Collateral at any time.

(b) If any of the Collateral is equipment or goods of a type normally used in more than one state (whether or not actually so used), Borrower will contemporaneously herewith furnish Lender a list of the states wherein such equipment or goods are or will be used, and hereafter will notify Lender in writing (i) of any other states in which such equipment or goods are so used, and (ii) of any change in the location of Borrower's principal place of business.

(c) Except as set forth in Section 11(a), Borrower will not sell, exchange, lease or otherwise dispose of any of the Collateral or any interest therein without the prior written consent of Lender.

(d) Borrower will keep the Collateral in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of same, and will not permit anything to be done that may impair the value of any of the Collateral. If Borrower fails to pay such sums, Lender may do so for Borrower's account and add the amount thereof to the other amounts secured hereby.

(e) Until default in any of the terms hereof, or the terms of any indebtedness secured hereby, Borrower shall be entitled to possession of the Collateral and to use the same in any lawful manner, provided that such use does not cause excessive wear and tear to the Collateral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon.

(f) Borrower will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate.

11. Special Agreements With Respect to Intangible and Certain Tangible Collateral. Borrower additionally warrants and agrees as follows:

(a) So long as Borrower is not in default hereunder, Borrower shall have the right to process and sell Borrower's inventory in the regular course of business. Lender's security interest hereunder shall attach to all proceeds of all sales or other dispositions of the Collateral. If at any time any such proceeds shall be represented by any instruments, chattel paper or documents of title, then such instruments, chattel paper or documents of title shall be promptly delivered to Lender and shall be subject to the security interest granted hereby. If at any time any of Borrower's

inventory is represented by any document of title, such document of title will be delivered promptly to Lender and shall be subject to the security interest granted hereby.

(b) By the execution of this Agreement, Lender shall not be obligated to do or perform any of the acts or things provided in any contracts covered hereby that are to be done or performed by Borrower, but if there is a default by Borrower in the payment of any amount due in respect of any indebtedness secured hereby, then Lender may, at its election, perform some or all of the obligations provided in said contracts to be performed by Borrower, and if Lender incurs any liability or expenses by reason thereof, the same shall be payable by Borrower upon demand and shall also be secured by this Agreement.


(c) At any time after Borrower is in default hereunder or under the Loan Agreement, Lender shall have the right to notify the account debtors obligated on any or all of Borrower's accounts receivable to make payment thereof directly to Lender, and to take control of all proceeds of any such accounts receivable. Until such time as Lender elects to exercise such right by mailing to Borrower written notice thereof, Borrower is authorized, as agent of the Lender, to collect and enforce said accounts receivable.

12. Power of Attorney. Borrower hereby constitutes the Lender or its designee, as Borrower's attorney-in-fact with power, upon the occurrence and during the continuance of an Event of Default, to endorse Borrower's name upon any notes, acceptances, checks, drafts, money orders, or other evidences of payment or Collateral that may come into either its or the Lender's possession; to sign the name of Borrower on any invoice or bill of lading relating to any of the accounts receivable, drafts against customers, assignments and verifications of accounts receivable and notices to customers; to send verifications of accounts receivable; to notify the Post Office authorities to change the address for delivery of mail addressed to Borrower to such address as the Lender may designate; to execute any of the documents referred to in Section 3(e) hereof in order to perfect and/or maintain the security interests and liens granted herein by Borrower to the Lender; and to do all other acts and things necessary to carry out this Security Agreement. All acts of said attorney or designee are hereby ratified and approved, and said attorney or designee shall not be liable for any acts of commission or omission (other than acts of gross negligence or willful misconduct), nor for any error of judgment or mistake of fact or law; this power being coupled with an interest is irrevocable until all of the obligations secured hereby are paid in full and any and all promissory notes executed in connection therewith are terminated and satisfied.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement, or have caused this Agreement to be executed as of the date first above written.

**BORROWER:**


**SOUTHERN SPECIALTY BRANDS, INC.**

By:   
Title: C.E.O.

Address: One American Center, Suite 1200  
3100 West End Avenue  
Nashville, Tennessee 37203

**LENDER:**

**SIRROM CAPITAL CORPORATION**

By:   
Title: VP



SCHEDULE 3(b)

(Liens)

1. First American National Bank
2. The Pillsbury Company

SCHEDULE 3(f)

(Addresses)

130 West Second Street  
Tifton, Georgia 31794

25 South Ellis Road  
Jacksonville, Florida 32254

Highway 90 West  
Chipley, Florida 32428

201 East Terrace Drive  
Plant City, Florida 33564

12 N.W. 5th Place  
Williston, Florida 32696