

03-21-2003



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102397167 TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): Finova Capital Corporation 3-19-03 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: M.H. Spirits, Inc. Internal Address: c/o Kerry E. Rosenthal, Esq. Street Address: 2875 NE 191 St., Ste. 500 City: Aventura State: FL Zip: 33180 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Florida [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Release of Security Agreement Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2102593 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kerry E. Rosenthal, Esq. Internal Address: Rosenthal Rosenthal Rasco Street Address: 2875 NE 191 St., Ste. 500 City: Aventura State: FL Zip: 33180

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account

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

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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. MICHAEL ROSNER VP-GROUP COUNSEL FINOVA CAPITAL CORPORATION Signature Date 11-7-03 3

03/20/2003 BYRNE 0000059 2102593 01 FC:85:1 40.00 OP

All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002696 FRAME: 0347

TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE

THIS TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE (this "Release") is made and executed this 7th day of November 2002 by and among MH Spirits, Inc., a Florida corporation (the "Borrower"), and FINOVA Capital Corporation ("FINOVA").

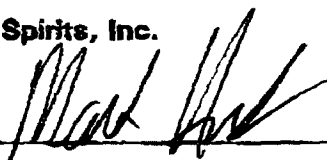
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties agree to terminate the Loan Modification, Restructure and Settlement Agreement between them dated on or about September 9, 1997 and all agreements, documents, instruments and amendments related thereto, (collectively, the "Loan Agreements") effective on the date hereof, and the parties hereby mutually release and forever discharge one another, and their respective successors, representatives, assigns, officers, directors, agents, employees and attorneys, and each of them, of and from any and all claims, demands, debts, liabilities, actions and causes of action of every kind and character based upon or arising out of the Loan Agreements, the transactions related thereto and the termination thereof.

The parties hereby specifically waive as against one another any rights they, or any of them, may have under Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The parties hereby warrant and represent that they have not assigned or in any way conveyed, transferred or encumbered all or any portion of the claims or rights covered by this Release or any interest in the Loan Agreements. The parties, and each of them, execute the Release voluntarily, after consultation with counsel, and with full knowledge of its significance.

This Release and the Loan Agreements set forth in full all of the representations and agreements of the parties, and this Release may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto.

MH Spirits, Inc.

By: 

Title: PRESIDENT

FINOVA Capital Corporation

By: 

Title: Vice President