**P**003 NO.500 **D**004

Form PTO-1594 (Rev. 1002)	DEPARTMENT OF COMMERCE U.S. Patent and Trademerk Office
OMB No. 0651-0027 (exp. 6/30/2005)  Tab settings ⇒⇒⇔ ▼ ▼ 10	U.S. Patent and Trademerk Office
	<u> </u>
1. Name of conveying party(les):  Finova Capital Corporation  3. 19.03  Individual(s)  General Partnership  Limited Partnership	Please record the attached original documents or copy thereof.  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
Corporation-State Delaware  Other  Additional name(s) of conveying party(ies) attached?	City:Aventura State: FL Zip: 33180 The Individual(s) citizenship The Association The Individual (s) citizenship The Individu
3. Nature of conveyance:  Assignment  Security Agreement  Change of Name  Other Release of Security Agreement  Execution Date: 11-7-02	General Partnership  Limited Partnership  Corporation-State Florida  Other  # assignee is not domiciled in the United States, a domestic representative destignation is attached:   (Designations must be a separate document from essignment)  Additional name(s) & address(es) attached?   Yes No
Application number(s) or registration number(s):     A. Trademark Application No.(s)  Additional number(s) attractions.	B. Trademark Registration No.(s) 1058249  ached  Yes  No
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Kerry E. Rosenthal, Esq.	6. Total number of applications and registrations involved:
Internal Address: Rosenthal Rosenthal Rasco	7. Total fee (37 CFR 3.41)\$ 40.00  Enclosed  Authorized to be charged to deposit account
Street Address: 2875 NR 191 St., Ste. 500	8. Deposit account number.
City: Aventura State: FL Zip: 33180	(Attach duplicate copy of this page if paying by deposit account) THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing information of the best of my knowledge and belief, the foregoing information of the foregoing information of the foregoing information.  VP-GROUP COUNSEL FINOVA SAPITAL COFFICE TION	nature and correct and any attached copy is a true

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cuments to be recorded with required cover sheet information to: Commissioner of Palent & Trademarks, Dox Assignmenta Washington, D.C. 20231

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NO.742 0004 NO.617 0002

## TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE

THIS TERMINATION AGREEMENT AND MUTUAL GENERAL RELEASE (this "Release") is made and executed this 1/2 th 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.

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TRADEMARK REEL: 002710 FRAME: 0976 **FINOVA Capital Corporation** 

y: <u>Mrelu</u>

Title: Vice President

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