

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS 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)/Execution Date(s):

**Sunny Delight Beverages Co. and
SD IP Holdings Company**

Execution Date(s) August 20, 2004

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

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch

Internal Address: _____

Street Address: 677 Washington Blvd.

City: Stamford

State: Connecticut

Country: United States Zip: 06901

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other First Lien Patent Security Agreement

4. Application or patent number(s):

A. Patent Application No.(s)

See Attachment.

This document is being filed together with a new application.

B. Patent No.(s)

See Attachment.

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Linda A. O. Lamberson

Internal Address: McDermott Will & Emery LLP

Street Address: 227 W. Monroe St.

Suite 4400

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-372-2000

Fax Number: 312-984-7700

Email Address: llamberson@mwe.com

6. Total number of applications and patents involved:

44

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,760.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 13-0206

Authorized User Name MWE

9. Signature:



9/28/04
Date

Linda A.O. Lamberson

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$1760.00 130206 09759965

ATTACHMENT TO RECORDATION COVER SHEET**FIRST LIEN PATENT SECURITY AGREEMENT
BETWEEN SUNNY DELIGHT BEVERAGES CO.
AND UBS AG, STAMFORD BRANCH****A. U.S. PATENT NOS.:**

4705691	5919512
4753832	5971183
4846359	6632449
4885182	6007856
4909434	D-329817
4946702	D-353098
4971811	D399748
4971813	D400443
5073397	D403591
5108774	D403967
5125886	D414419
5162128	D432022
5174658	D435216
5385748	D443828
5516535	D445692
5616358	D457439
5624698	D458142
5641532	D462618
5792502	D473144
5860545	

B. U.S. PATENT APPLICATION NOS.:

09/759965
10/014364
10/014377
10/014980
29/133178

Amended and Restated First Lien Patent Security Agreement

Amended and Restated First Lien Patent Security Agreement (this "Patent Security Agreement"), dated as of August 20, 2004, by SUNNY DELIGHT BEVERAGES CO., a Florida corporation (successor by name change to Sundor Brands Inc. and successor by merger to SD Acquisition Company) (the "Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," and together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as First Lien Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the First Lien Credit Agreement.

WITNESSETH:

WHEREAS, Pledgors are party to an Amended and Restated First Lien Pledge and Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agents pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the First Lien Secured Parties, to enter into the First Lien Credit Agreement, the Pledgors hereby agree with each Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interests in Patent Collateral to Collateral Agent. It being expressly understood and agreed that the security interests granted herein for the benefit of the Collateral Agents on behalf of the applicable Secured Parties shall be subject to the Intercreditor Agreement, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the First Lien Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the

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terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.


[signature page follows]

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IN WITNESS WHEREOF, each Pledgor has caused this Amended and Restated First Lien Patent Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

SUNNY DELIGHT BEVERAGES CO.

By: 
Name: _____
Title: _____

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BEVERAGES HOLDINGS, LLC, a Delaware limited liability company

By: J.W. Childs Equity Partners III, L.P., its managing member

By: J.W. Childs Advisors III, L.P., its general partner

By: J.W. Childs Associates, L.P., its general partner

By: J.W. Childs Associates, Inc., its general partner

By:  _____
 Name: _____
 Title: _____

First Lien Patent Agreement

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SD IP HOLDINGS COMPANY

By: _____
Name: _____
Title: _____

First Lien Patent Agreement

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Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as First Lien Collateral Agent

By: _____
Name: _____
Title: _____



Wilfred V. Sain:
Director
Banking Products
Services, US

By: _____
Name: Winslowe Ogbourne
Title: Associate Director
Banking Products
Services, US



First Lien Patent Agreement

LA\1239402

PATENT
REEL: 015190 FRAME: 0512

SCHEDULE I**LIEN PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS****U.S. Patent Registrations:**

Owner	Grant No.
SD IP Holdings Co.	4705691
SD IP Holdings Co.	4753832
SD IP Holdings Co.	4846359
SD IP Holdings Co.	4885182
SD IP Holdings Co.	4909434
SD IP Holdings Co.	4946702
SD IP Holdings Co.	4971811
SD IP Holdings Co.	4971813
SD IP Holdings Co.	5073397
SD IP Holdings Co.	5108774
SD IP Holdings Co.	5125886
SD IP Holdings Co.	5162128
SD IP Holdings Co.	5174658
SD IP Holdings Co.	5385748
SD IP Holdings Co.	5516535
SD IP Holdings Co.	5616358
SD IP Holdings Co.	5624698
SD IP Holdings Co.	5641532
SD IP Holdings Co.	5792502
SD IP Holdings Co.	5860545
SD IP Holdings Co.	5919512
SD IP Holdings Co.	5971183
SD IP Holdings Co.	6632449
SD IP Holdings Co.	6007856
SD IP Holdings Co.	D-329817
SD IP Holdings Co.	D-353098
SD IP Holdings Co.	D399748
SD IP Holdings Co.	D400443
SD IP Holdings Co.	D403591
SD IP Holdings Co.	D403967
SD IP Holdings Co.	D414419
SD IP Holdings Co.	D432022
SD IP Holdings Co.	D435216
SD IP Holdings Co.	D443828
SD IP Holdings Co.	D445692
SD IP Holdings Co.	D457439
SD IP Holdings Co.	D458142
SD IP Holdings Co.	D462618
SD IP Holdings Co.	D473144

U.S. Patent Applications:

Owner	Application No.
SD IP Holdings Co.	09/759965
SD IP Holdings Co.	10/014364
SD IP Holdings Co.	10/014377
SD IP Holdings Co.	10/014980
SD IP Holdings Co.	29/133178

International Patent Registrations:

Owner	Country	Grant No.
SD IP Holdings Co.	Australia (AU)	112833
SD IP Holdings Co.	Australia (AU)	589209
SD IP Holdings Co.	Australia (AU)	608428
SD IP Holdings Co.	Brazil (BR)	DI5701509-0
SD IP Holdings Co.	Brazil (BR)	DI5902819-0
SD IP Holdings Co.	Brazil (BR)	DI6000515-7
SD IP Holdings Co.	Brazil (BR)	DI6002531.0
SD IP Holdings Co.	Brazil (BR)	DI6101213-0
SD IP Holdings Co.	Brazil (BR)	DI6200441-7
SD IP Holdings Co.	Brazil (BR)	PI0214289-9
SD IP Holdings Co.	Brazil (BR)	PI9612131-9
SD IP Holdings Co.	Canada (CA)	100026
SD IP Holdings Co.	Canada (CA)	100027
SD IP Holdings Co.	Canada (CA)	100028
SD IP Holdings Co.	Canada (CA)	1277295
SD IP Holdings Co.	Canada (CA)	1334903
SD IP Holdings Co.	Canada (CA)	2067204
SD IP Holdings Co.	Canada (CA)	2071963
SD IP Holdings Co.	Canada (CA)	2086619
SD IP Holdings Co.	Canada (CA)	2090022
SD IP Holdings Co.	Canada (CA)	2113273
SD IP Holdings Co.	Canada (CA)	2117266
SD IP Holdings Co.	Canada (CA)	2147836
SD IP Holdings Co.	Canada (CA)	2193208
SD IP Holdings Co.	Canada (CA)	2226929
SD IP Holdings Co.	Canada (CA)	2240046
SD IP Holdings Co.	Canada (CA)	2240260
SD IP Holdings Co.	Canada (CA)	2286818
SD IP Holdings Co.	Canada (CA)	2299281
SD IP Holdings Co.	Canada (CA)	79918
SD IP Holdings Co.	Canada (CA)	83754
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SD IP Holdings Co.	Canada (CA)	90416
SD IP Holdings Co.	Canada (CA)	91223
SD IP Holdings Co.	Canada (CA)	94753
SD IP Holdings Co.	Canada (CA)	94755
SD IP Holdings Co.	Canada (CA)	96821
SD IP Holdings Co.	Canada (CA)	98850
SD IP Holdings Co.	Canada (CA)	98851
SD IP Holdings Co.	China (CN)	1046845
SD IP Holdings Co.	China (CN)	111958
SD IP Holdings Co.	China (CN)	126882
SD IP Holdings Co.	China (CN)	176447
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SD IP Holdings Co.	China (CN)	184985
SD IP Holdings Co.	China (CN)	211500
SD IP Holdings Co.	China (CN)	217247
SD IP Holdings Co.	China (CN)	238479
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SD IP Holdings Co.	China (CN)	281286
SD IP Holdings Co.	China (CN)	284722
SD IP Holdings Co.	China (CN)	49182
SD IP Holdings Co.	China (CN)	70384
SD IP Holdings Co.	China (CN)	70749
SD IP Holdings Co.	China (CN)	70870

Owner	Country	Grant No.
SD IP Holdings Co.	China (CN)	70946
SD IP Holdings Co.	China (CN)	76472
SD IP Holdings Co.	China (CN)	77201
SD IP Holdings Co.	China (CN)	78915
SD IP Holdings Co.	China (CN)	83506
SD IP Holdings Co.	China (CN)	88208
SD IP Holdings Co.	China (CN)	88209
SD IP Holdings Co.	China (CN)	89673
SD IP Holdings Co.	China (CN)	92673
SD IP Holdings Co.	Japan (JP)	1029807
SD IP Holdings Co.	Japan (JP)	1029807-1
SD IP Holdings Co.	Japan (JP)	1029807-2
SD IP Holdings Co.	Japan (JP)	1037857
SD IP Holdings Co.	Japan (JP)	1037858
SD IP Holdings Co.	Japan (JP)	1037878
SD IP Holdings Co.	Japan (JP)	1064599
SD IP Holdings Co.	Japan (JP)	1064599-1
SD IP Holdings Co.	Japan (JP)	1105177
SD IP Holdings Co.	Japan (JP)	1129863
SD IP Holdings Co.	Japan (JP)	1135143
SD IP Holdings Co.	Japan (JP)	1140078
SD IP Holdings Co.	Japan (JP)	1140081
SD IP Holdings Co.	Japan (JP)	1140083
SD IP Holdings Co.	Japan (JP)	1140422
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SD IP Holdings Co.	Japan (JP)	1140424
SD IP Holdings Co.	Japan (JP)	1155666
SD IP Holdings Co.	Japan (JP)	1155667
SD IP Holdings Co.	Japan (JP)	2583218
SD IP Holdings Co.	Japan (JP)	2765932
SD IP Holdings Co.	Japan (JP)	3073528
SD IP Holdings Co.	Japan (JP)	3073529
SD IP Holdings Co.	Japan (JP)	3102884
SD IP Holdings Co.	Japan (JP)	3219774
SD IP Holdings Co.	Japan (JP)	3311350
SD IP Holdings Co.	Japan (JP)	3352685
SD IP Holdings Co.	Japan (JP)	3488469
SD IP Holdings Co.	Japan (JP)	3492365
SD IP Holdings Co.	Japan (JP)	3534767
SD IP Holdings Co.	Japan (JP)	503272/96
SD IP Holdings Co.	Japan (JP)	506671/1997
SD IP Holdings Co.	Japan (JP)	512129/94
SD IP Holdings Co.	Japan (JP)	914960
SD IP Holdings Co.	Mexico (MX)	14663
SD IP Holdings Co.	Mexico (MX)	10631
SD IP Holdings Co.	Mexico (MX)	12878
SD IP Holdings Co.	Mexico (MX)	13646
SD IP Holdings Co.	Mexico (MX)	184484
SD IP Holdings Co.	Mexico (MX)	190955
SD IP Holdings Co.	Mexico (MX)	204147
SD IP Holdings Co.	Mexico (MX)	206790
SD IP Holdings Co.	Mexico (MX)	207787
SD IP Holdings Co.	New Zealand (NZ)	228489
SD IP Holdings Co.	Philippines (PH)	25411
SD IP Holdings Co.	Saudi Arabia (SA)	112
SD IP Holdings Co.	Saudi Arabia (SA)	145
SD IP Holdings Co.	Turkey (TR)	25384

International Patent Applications:

Owner	Country	Application No.
SD IP Holdings Co.	Brazil (BR)	PI0002608-5
SD IP Holdings Co.	Brazil (BR)	PI0111292-9
SD IP Holdings Co.	Brazil (BR)	PI1100765-6
SD IP Holdings Co.	Brazil (BR)	PI9609709-4
SD IP Holdings Co.	Brazil (BR)	PI9612348-6
SD IP Holdings Co.	Brazil (BR)	PI9612349-4
SD IP Holdings Co.	Brazil (BR)	PI9808936-6
SD IP Holdings Co.	Brazil (BR)	PI9811882-0
SD IP Holdings Co.	Canada (CA)	2240041
SD IP Holdings Co.	Canada (CA)	2408610
SD IP Holdings Co.	Canada (CA)	Waiting
SD IP Holdings Co.	China (CN)	01810982.9
SD IP Holdings Co.	China (CN)	98808750.2
SD IP Holdings Co.	China (CN)	Waiting
SD IP Holdings Co.	EP - Europe	01948259.5
SD IP Holdings Co.	EP - Europe	2784461.2
SD IP Holdings Co.	Int'l Registration (WO)	US02/36531
SD IP Holdings Co.	Japan (JP)	2000-506842
SD IP Holdings Co.	Japan (JP)	2002-501404
SD IP Holdings Co.	Japan (JP)	543666/1998
SD IP Holdings Co.	Japan (JP)	Waiting
SD IP Holdings Co.	Mexico (MX)	00-1363
SD IP Holdings Co.	Mexico (MX)	2002/011939
SD IP Holdings Co.	Mexico (MX)	2003/011753
SD IP Holdings Co.	Mexico (MX)	97-0274
SD IP Holdings Co.	Mexico (MX)	98-4780
SD IP Holdings Co.	Mexico (MX)	99-9453
SD IP Holdings Co.	Mexico (MX)	F01/000569
SD IP Holdings Co.	Mexico (MX)	F02/000287
SD IP Holdings Co.	Mexico (MX)	F02/000288
SD IP Holdings Co.	Mexico (MX)	F02/000985
SD IP Holdings Co.	Mexico (MX)	F03/000797
SD IP Holdings Co.	Mexico (MX)	F03/000799
SD IP Holdings Co.	Mexico (MX)	Waiting

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SCHEDULE II
to
PATENT SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
Sunny Delight Beverages Co.	4747 Lake Forest Drive Cincinnati, OH 45252
Beverages Holdings, LLC	4747 Lake Forest Drive Cincinnati, OH 45252
SD IP Holdings Company	4747 Lake Forest Drive Cincinnati, OH 45252

McDermott Will & Emery

Boston Brussels Chicago Düsseldorf London Los Angeles Miami Milan
Munich New York Orange County Rome San Diego Silicon Valley Washington, D.C.

FACSIMILE

Date: September 28, 2004

Time Sent:

To:	Company:	Facsimile No:	Telephone No:
Assignment Service Div.	U.S. Patent & Trademark Office	703-306-5995	703-308-7099
From:	Linda A. O. Lamberson	<i>Direct Phone:</i>	312.984.3277
<i>E-Mail:</i>	llamberson@mwe.com	<i>Direct Fax:</i>	312.984.7700
<i>Sent By:</i>	Michael Carson	<i>Direct Phone:</i>	312.984.2091
<i>Client/Matter/Tkpr:</i>	71883-016-6406	<i>Original to Follow by Mail:</i>	No
		<i>Number of Pages, Including Cover:</i>	15

Re: Recordation of First Lien Patent Security Agreement for Patents

Message:

Dear Sir/Madam:

Attached please find the following for the recordation:

(1) Recordation Cover Sheet (in duplicate) from Sunny Delight Beverages Co. and SD IP Holdings Company to UBS AG, Stamford Branch for U.S. Patents;

(2) Attachment to Recordation Cover Sheet; and

(3) First Lien Patent Security Agreement with attached Schedules I and II.

Please direct all correspondence and any telephone inquiries to Linda A. O. Lamberson at 312.984.3277. Thank you for your assistance. McDermott Will & Emery LLP's Fax Number is 312.984.7700.

Attachments

cc: John G. Bisbikis, Esq.

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone and return the original message to us at the below address by mail. Thank you.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL AS SOON AS POSSIBLE.

Main Facsimile: 312.984.7700 Facsimile Assistance: Outgoing Faxes: 312.984.2147; Incoming Faxes: 312.984.2134

U.S. practice conducted through McDermott Will & Emery LLP.
227 West Monroe Street Chicago, Illinois 60606-5096 Telephone: 312.372.2000

CHI99 00506 00 0001 0015

RECORDED: 09/28/2004

PATENT
REEL: 015190 FRAME: 0518