

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3290875

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST - PATENTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
AMERICAN BEVERAGE CORPORATION			03/31/2015
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW SPECIAL SITUATIONS, LLC, AS COLLATERAL AGENT		
<b>Street Address:</b>	200 CLARENDON STREET, 51ST FLOOR		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	29521535		
<b>Patent Number:</b>	D691898		
<b>Patent Number:</b>	D571672		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
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<b>ATTORNEY DOCKET NUMBER:</b>	059182.0045		
<b>NAME OF SUBMITTER:</b>	SCOTT KAREFF		
<b>SIGNATURE:</b>	/RS for SK/		
<b>DATE SIGNED:</b>	03/31/2015		
<b>Total Attachments: 3</b>			
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source=TCW (ABC) Patent Assignment#page2.tif			
source=TCW (ABC) Patent Assignment#page3.tif			

## ASSIGNMENT OF SECURITY INTEREST- - PATENTS

WHEREAS, American Beverage Corporation, a Delaware corporation (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Owned Patents") and is a party to the patent license agreements (the "Patent Licenses") with respect to the patents, as listed on the attached Schedule A (the "Licensed-In Patents");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated July 1, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Special Situations, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under (i) the Owned Patents, (ii) the Patent Licenses (and solely as set forth therein, the Licensed-In Patents), and (iii) all proceeds of the foregoing, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest - - Patents to be duly executed by its officer thereunto duly authorized as of March 31 2015.

AMERICAN BEVERAGE CORPORATION

By: 

Name: Ian B. MacTaggart

Title: Vice President

Patent Security Agreement

**PATENT**  
**REEL: 035353 FRAME: 0051**

**SCHEDULE A TO ASSIGNMENT OF SECURITY INTEREST - - PATENTS**

**Owned Patents**

Patent and Patent Applications

Owned by American Beverage Corporation

**Patent Applications**

Company	Country	Patent	Application or Registration No.	Filing Date	Registration Date
AMERICAN BEVERAGE CORPORATION	UNITED STATES	SNOW CONE SHAPED POUCH	29521535	03/24/2015	N/A

**Patent Licenses and Licensed-In Patents**

1. US Patent D691,898 S, licensed to Assignor under the terms of the Patent License Agreement, dated as of November 1, 2013, between Printpack, Inc. and American Beverage Corporation.
2. US Patent D571,672, licensed to Assignor under the terms of the Patent License Agreement, dated as of May 3, 2012, between Pouch Pac Innovations, LLC and American Beverage Corporation.