

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Veryfine Products, Inc.		12/20/2012	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin Street, 10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	national association: UNITED STATES

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2127913	
Registration Number:	3791553	FRESH PICKED WATER
Registration Number:	2419817	FRUIT2O
Registration Number:	3314248	FRUIT2O NO CALORIES
Registration Number:	3782371	FRUIT2O
Registration Number:	3788305	FRUIT2O ESSENTIALS
Registration Number:	3893972	FRUIT2O ESSENTIALS
Registration Number:	3357639	FUEL2O
Registration Number:	4007190	SMALL CHANGES > LIFELONG RESULTS
Registration Number:	3893498	THE WONDERS OF FRUIT. THE REFRESHMENT OF WATER.
Registration Number:	3808141	THE WONDERS OF FRUIT. THE REFRESHMENT OF WATER.
Registration Number:	3121961	TROPICAL FUSION
Registration Number:	4164518	VERYFINE
Registration Number:	2152253	VERYFINE

**TRADEMARK**

Registration Number:	3091607	VERYFINE
Registration Number:	1654456	VERYFINE

**CORRESPONDENCE DATA**

Fax Number: 3129847700

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-372-2000

Email: kwalsh@mwe.com, umattsson@mwe.com, jmikulina@mwe.com,  
Ghouhanisin@mwe.com

Correspondent Name: Kelly Walsh, McDermott Will & Emery LLP

Address Line 1: 227 W. Monroe Street, Suite 4400

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	071883-0014
NAME OF SUBMITTER:	Ulrika E. Mattsson
Signature:	/Ulrika E. Mattsson/
Date:	01/11/2013

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 20, 2012, between VERYFINE PRODUCTS, INC., a Massachusetts corporation, located at 10300 Alliance Road, Suite 500, Cincinnati, OH 45242 (the "Debtor") and JPMorgan Chase Bank, N.A., as Administrative Agent for and on behalf of the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of December 20, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Sunny Delight Beverages Co. ("Borrower") and Beverages Holdings, LLC ("Holdings"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders"), the Secured Party and the other agents party thereto, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend or continue to extend financial accommodations to the Borrower, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or in the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance in full when due of the Obligations, the Debtor hereby pledges, assigns, transfers and conveys to the Secured Party as collateral, and grants to the Secured Party a continuing Lien on and security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter arising, created or acquired:

(a) all license agreements with any other Person in connection with any Trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all trademarks, service marks, trade names, trade dress, domain names or other indicia of origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, and solely to the extent granting a security interest in such applications may affect the validity or enforceability of such applications), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, domain name or other indicia of origin.

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark License, including any Trademark or Trademark registration referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the

Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

**VERYFINE PRODUCTS, INC.**

By: 

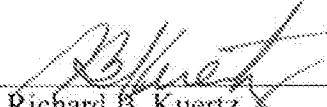
Name: William Schumacher

Title: Vice President, Treasurer and  
Secretary

SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By:

  
Name: Richard B. Kuertz  
Title: Senior Vice President

## SCHEDULE 1.1

### Trademark Applications and Registrations

Trademark	Appin No	Reg No.
BOTTLE DESIGN	75/228,209	2,127,913
FRESH PICKED WATER	78/474,898	3,791,553
FRUIT20	75/592,715	2,419,817
FRUIT20 NO CALORIES & DESIGN	78/794,105	3,314,248
FRUIT20	77/657,932	3,782,371
FRUIT20 ESSENTIALS	77/657,938	3,788,305
FRUIT20 ESSENTIALS	85/043,450	3,893,972
FUEL20 (Stylized)	78/822,940	3,357,639
SMALL CHANGES > LIFELONG RESULTS	85/028,915	4,007,190
THE WONDERS OF FRUIT. THE REFRESHMENT OF WATER.	85/029,323	3,893,498
THE WONDERS OF FRUIT. THE REFRESHMENT OF WATER.	77/705,759	3,808,141
TROPICAL FUSION	78/529,946	3,121,961
VERYFINE	85/460,328	4,164,518
VERYFINE (WITH OPEN APPLE DEVICE)	75/261,856	2,152,253
VERYFINE AND DESIGN (TREE)	78/563,066	3,091,607
VERYFINE Stylized	74/080,882	1,654,456