

**MIRD 5-5-99**

**05-07-1999**

To the Honorable Commissioner of Patents



all documents or copy thereof.

1. Name of conveying party(ies):

ROYAL CROWN COMPANY, INC.  
709 Westchester Avenue  
White Plains, NY 10604

**101031711**

receiving party(ies):

Name: THE BANK OF NEW YORK

as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

Country: \_\_\_\_\_

- Individual(s)
- General Partnership
- Corporation (Delaware)
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

Execution Date: February 25, 1999

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached:  Yes  No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, N.W.

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 34

7. Total fee (37 CFR 3.41): \$865.00

Enclosed (Check No. 17572)

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Nora A. Whitescarver  
Name of Person Signing

*Nora A. Whitescarver*  
Signature

May 4, 1999  
Date

Total number of pages comprising cover sheet and document attachments: 21

MAY 04 1999

05/06/1999 JSHABAZZ 00000096 75440995

01 FC:481  
02 FC:482

40.00 DP  
825.00 DP

Be Free. Drink RC  
Country  
 United States  
Classes  
 35  
Reg. Owner  
 Royal Crown Company, Inc.  
App. #  
 75/440995  
App. Dt  
 2/26/98  
Reg. #  
Reg. Dt  
Status  
 Pending Application

Bev-Rich (Stylized)  
Country  
 United States  
Classes  
 32  
Reg. Owner  
 Royal Crown Company, Inc.  
App. #  
 71/659,764  
App. Dt  
 1/20/54  
Reg. #  
 600,431  
Reg. Dt  
 1/4/55  
Status  
 Registered

Chero (Stylized)  
Country  
 United States  
Classes  
 32  
Reg. Owner  
 Royal Crown Company, Inc.  
App. #  
 73,099  
App. Dt  
 9/13/13  
Reg. #  
 94,884  
Reg. Dt  
 1/13/14  
Status  
 Registered

Diet RC  
Country  
 United States  
Classes  
 32  
Reg. Owner  
 Royal Crown Company, Inc.  
App. #  
 73/805,510  
App. Dt  
 6/9/89  
Reg. #  
 1,589,240  
Reg. Dt  
 3/27/90  
Status  
 Registered

Diet Rite  
Country  
 United States  
Classes  
 32  
Reg. Owner  
 Royal Crown Company, Inc.  
App. #  
 73/389,667  
App. Dt  
 9/27/82  
Reg. #  
 1,302,990  
Reg. Dt  
 10/30/84  
Status  
 Registered

Diet Rite Feel All Right  
Country  
 United States  
Classes  
 35  
Reg. Owner  
 Royal Crown Company, Inc.  
App. #  
 75/460746  
App. Dt  
 4/1/98  
Reg. #  
Reg. Dt  
Status  
 Pending Application

TRADEMARK

<u>mark:</u>	Diet-Rite <u>Country</u> United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 71/659,080	<u>App. Dt</u> 1/ 6/54	<u>Reg. #</u> 600,085	<u>Reg. Dt</u> 12/28/54	<u>Status</u> Registered
	Flair <u>Country</u> United States	<u>Classes</u> 30, 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 75/468339	<u>App. Dt</u> 4/22/98	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u> Pending Application
	Flair (Stylized) <u>Country</u> United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 72/108,706	<u>App. Dt</u> 11/18/60	<u>Reg. #</u> 720,072	<u>Reg. Dt</u> 8/15/61	<u>Status</u> Registered
	Kick <u>Country</u> United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 72/212,248	<u>App. Dt</u> 2/17/65	<u>Reg. #</u> 837,994	<u>Reg. Dt</u> 10/31/67	<u>Status</u> Registered
	Kick Me <u>Country</u> United States	<u>Classes</u> 35	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 75/323568	<u>App. Dt</u> 7/14/97	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u> Pending Application
	Lift <u>Country</u> United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 107,672	<u>App. Dt</u> 11/24/76	<u>Reg. #</u> 1,069,095	<u>Reg. Dt</u> 7/ 5/77	<u>Status</u> Registered
	Nehi <u>Country</u> United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 75/148,583	<u>App. Dt</u> 8/ 9/96	<u>Reg. #</u> 2089186	<u>Reg. Dt</u> 8/19/97	<u>Status</u> Registered
	Nehi (Stylized) <u>Country</u> United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 70/205,512	<u>App. Dt</u> 11/19/24	<u>Reg. #</u> 207,317	<u>Reg. Dt</u> 12/29/25	<u>Status</u> Registered
	Nehi (Stylized) <u>Country</u> United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 71/610,293	<u>App. Dt</u> 2/19/51	<u>Reg. #</u> 556,003	<u>Reg. Dt</u> 3/11/52	<u>Status</u> Registered
	Nehi Lock Jaw <u>Country</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>

United States	32	Royal Crown Company, Inc.	74/655,459	4/9/96	2,046,464	3/18/97	Registered
Nehi Originals Country United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 75/147,610	<u>App. Dt</u> 8/9/96	<u>Reg. #</u> 21122430	<u>Reg. Dt</u> 12/16/97	<u>Status</u> Registered
Nehi Originals Maxxum Cola Country United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 75/147,606	<u>App. Dt</u> 8/9/96	<u>Reg. #</u>	<u>Reg. Dt</u> 1/27/98	<u>Status</u> Registered
PAR-T-PAK Country United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 75/104,192	<u>App. Dt</u> 5/4/96	<u>Reg. #</u> 2071575	<u>Reg. Dt</u> 6/17/97	<u>Status</u> Registered
Polar Swirl Country United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u> Pending Application
RC (Stylized) Country United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 71/533,044	<u>App. Dt</u> 9/2/47	<u>Reg. #</u> 515,876	<u>Reg. Dt</u> 10/4/49	<u>Status</u> Registered
RC [Block Letters] Country United States	<u>Classes</u> 32	<u>Reg. Owner</u> Royal Crown Company, Inc.	<u>App. #</u> 75/083,584	<u>App. Dt</u> 4/4/96	<u>Reg. #</u> 2069147	<u>Reg. Dt</u> 6/10/97	<u>Status</u> Registered
RC Cola Country	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>

Registered

5/27/97

2,065,368

37/6/95

Royal Crown Company, Inc. 747647,309

18, 21, 25

United States

Status  
Pending Application

Reg. Dt

Reg. #

App. Dt

App. #

Reg. Owner

Classes

Country

United States

RC Edge

Royal Crown Company, Inc. 75/587895 11/13/98 2069879 7/29/96 75/141,316 7/29/96 Royal Crown Company, Inc. 73/452,524 11/14/83 1,303,001 11/14/83 777,936 5/8/64 2,047,936 6/10/96 1,735,128 10/24/91 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91

Status  
Registered

Reg. Dt

Reg. #

App. Dt

App. #

Reg. Owner

Classes

Country

United States

RC Express

Royal Crown Company, Inc. 75/141,316 7/29/96 75/141,316 7/29/96 Royal Crown Company, Inc. 73/452,524 11/14/83 1,303,001 11/14/83 777,936 5/8/64 2,047,936 6/10/96 1,735,128 10/24/91 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91

Status  
Registered

Reg. Dt

Reg. #

App. Dt

App. #

Reg. Owner

Classes

Country

United States

Royal Crown

Royal Crown Company, Inc. 73/452,524 11/14/83 1,303,001 11/14/83 777,936 5/8/64 2,047,936 6/10/96 1,735,128 10/24/91 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91

Status  
Registered

Reg. Dt

Reg. #

App. Dt

App. #

Reg. Owner

Classes

Country

United States

Royal Crown Cola

Royal Crown Company, Inc. 73/452,524 11/14/83 1,303,001 11/14/83 777,936 5/8/64 2,047,936 6/10/96 1,735,128 10/24/91 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91

Status  
Registered

Reg. Dt

Reg. #

App. Dt

App. #

Reg. Owner

Classes

Country

United States

Royal Crown Cola Company

Royal Crown Company, Inc. 73/452,524 11/14/83 1,303,001 11/14/83 777,936 5/8/64 2,047,936 6/10/96 1,735,128 10/24/91 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91

Status  
Registered

Reg. Dt

Reg. #

App. Dt

App. #

Reg. Owner

Classes

Country

United States

Royal Crown Cola over RC (Highly Stylized)

Royal Crown Company, Inc. 74/215,250 10/24/91 1,735,128 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91

Status  
Registered

Reg. Dt

Reg. #

App. Dt

App. #

Reg. Owner

Classes

Country

United States

Royal Crown Draft

Royal Crown Company, Inc. 74/215,250 10/24/91 1,735,128 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91 Royal Crown Company, Inc. 74/215,250 10/24/91

TRADEMARK

United States	32	Royal Crown Company, Inc.	747687,929	6/13/95	2070837	6/10/97	Registered
<u>SAFE-T-CAN</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	28	Royal Crown Company, Inc.	75/116,843	6/10/96	2,158,104	5/19/98	Registered
<u>Shake Things Up</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	32	Royal Crown Company, Inc.	74/501,126	3/15/94	1,909,417	8/1/95	Registered
<u>Starburst (Crown) Design</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	21, 25	Royal Crown Company, Inc.	75/190,158	10/30/96	2079445	7/15/97	Registered
<u>Thirst Thrasher</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	32	Royal Crown Company, Inc.	74/590,743	10/26/94	2,000,661	9/17/96	Registered
<u>Upper 10 (Stylized)</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	32	Royal Crown Company, Inc.	434,081	7/17/40	383,059	11/19/40	Registered
<u>Upper 10 [block letters]</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	32	Royal Crown Company, Inc.	75/260,584	3/20/97	2134516	2/3/98	Registered

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 25, 1999, is made between ROYAL CROWN COMPANY, INC., a Delaware corporation (the "Grantor") and THE BANK OF NEW YORK, as administrative agent (together with its successor(s) thereto, in such capacity the "Administrative Agent") for each of the Secured Parties (as defined in the Credit Agreement referred to below).

### W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of February 25, 1999 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers (including the Grantor), the Lenders and the Agents named therein, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security Agreement, dated as of February 25, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each 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 (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the Grantor's right, title and interest in the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all of the Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto:

(b) all of the Grantor's Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or 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 the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or licensed Trademark referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licensed under any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.



SECTION 4. Release of Security Interest. On the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder or under any other Loan Document. Upon any sale or other transfer of Trademark Collateral permitted by the Credit Agreement, the security interest created hereunder in such Trademark Collateral shall be automatically released and the Administrative Agent shall, at such Grantor's sole expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent 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.

SECTION 6. Loan Document, 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.

ROYAL CROWN COMPANY, INC.

By: Stuart Rosen  
Name: Stuart Rosen  
Title: Vice President

THE BANK OF NEW YORK,  
as Administrative Agent

By: James J. Ducey  
Name: JAMES J. DUCEY  
Title: VICE PRESIDENT

ROYAL CROWN COMPANY, INC. LICENSES

Country/Territory	Mark	Licensor	Licensee	Effective Date	Expiration Date
U.S.	Little League	Little League Baseball Inc.	Royal Crown Company, Inc.	9/4/98	12/31/2001
U.S.	Characters from "King of the Hill"	Twentieth Century Fox Licensing & Merchandising	Royal Crown Company, Inc.	9/28/98	6/30/99
U.S.	Nehi	Royal Crown Company, Inc.	Ande Rooney Company	3/31/97	3/31/98 (new agreement not yet executed)
U.S.	RC, Royal Crown Cola	Royal Crown Company, Inc.	Desperate Enterprises, Inc.	4/8/96	4/8/97 (new agreement not yet executed)
U.S.	RC (sponsorship)	Royal Crown Company, Inc.	Impact Motor Sports Inc.	7/ /98	12/31/2000
U.S.	Splenda	Mcneil Specialty Products Company	Royal Crown Company, Inc.	1/31/98	1/30/2000

# ROYAL CROWN DISTRIBUTORS

<u>Distributor</u>	<u>City</u>	<u>State</u>
163 Bottlers & Distributors		
43 Syrup Agreements		
DP Btlg Co. of Paragould, Inc	Decatur	AL
7UP Btlg. Co. of Jasper, Inc	Jasper	AL
Omni Enterprises, Inc	Anchorage	AK
Kalil Btlg. Co.	Phoenix & Tucson	AZ
Bolls Distributing Co., Inc.	El Dorado	AR
Frantz Distributing, Inc	Ft. Smith	AR
DP Btlg Co. of Paragould, Inc - Memphis	Paragould	AR
Monarch Beverages, Inc	Anaheim	CA
Triple L Distributing, Inc	Carson	CA
California Nehi	City of Industry	CA
Arrowhead Syrup Sales, Inc	Cerritos	CA
7UP Btlg. Co. of Reno	Chico	CA
Pricketts Distributing, Inc	Fresno	CA
7UP Btlg. Co. of Modesto	Modesto	CA
Varni Bros. Corp. d/b/a 7UP Btlg. CA	Modesto	CA
Paper Express	San Bernardino	CA
7UP Btlg. Co.	Santa Clara	CA
7UP Btlg. Co. of San Francisco	San Francisco	CA
Tognazzini Beverage Service	Santa Maria	CA
Liquor Refreshment Inc. d/b/a Greer Bev.	Santa Rosa	CA
Nor-Cal Beverages Co., Inc.	West Sacramento	CA
Person & Person, Inc. Front Range Wholesale	Denver	CO
Full Service Beverage	Englewood	CO
Burt's Beverage, Inc.	Bethel	CT
Drinx Unlimited, Inc.	Greenwich	CT
JMF Group, LLC d/b/a Al's Beverage Co.	Ivoryton	CT
Florida Natural Flavors, Inc	Casselberry	FL
RC Btlg. Co. of Chicago	Jacksonville	FL
SEAC d/b/a CD of Florida	Jacksonville	FL
Dispense-All South Coast	Miami	FL
H&H Products Co.	Orlando	FL
SEAC	Atlanta	GA
Dixie-Riverside	Augusta	GA
RC Btlg. Co. of Chicago	Columbus	GA
RC Btlg. Co. of Macon	Macon	GA
W.D. Prideaux dba RC Dist. of Hawaii	Pearl City	HI
Kern Distributing Co., Inc.	Savannah	GA
Beverage Control Technology	Tucker	GA
RC Cola Beverage Co.	Boise	ID
7UP Btlg. Co. of Reno	Boise	ID
Birrell Distributing Co.	Twin Falls	ID

# ROYAL CROWN DISTRIBUTORS

RC Btlg. Co. of Chicago	Chicago	IL
RC Btlg. Co.	Evansville	IL
A Barr Sales Inc.	Lyons	IL
All-American	Rockford	IL
Select-Canfield Enterprises	Gary	IN
Full Service Bev. Co. of Kansas	Wichita	KS
Nehi/RC Btlg. & Distributing Co., Inc	Bowling Green	KY
All-American Btlg. Co.	Louisville	KY
Harlan Nehi Btlg. Co.	Loyall	KY
RC Btlg. Co. of Madisonville	Madisonville	KY
RC Btlg. Co. of Whitesburg	Whitesburg	KY
All-American Btlg. Corp.	Williamsburg	KY
Cenia Bev. Co.	Alexandria	LA
Quality Bev. Co.	Baton Rouge	LA
Ernest Roy d/b/a BNS Dist. Co.	Jennings	LA
Cenia Bev. Co., Inc.	Many	LA
RC Btlg. Co. of Northeast, LA	Monroe	LA
Streva Distributing Co.	Morgan City	LA
Streva Distributing	New Iberia	LA
Streva Distributing of Louisiana	New Iberia	LA
RC of New Orleans	New Orleans	LA
Fountain Services of Louisiana	New Orleans	LA
Delta Carbonated Bev. Bottlers Inc.	New Orleans	LA
Premium Brands, Inc.	Opelousas	LA
RC Btlg. Co.	Shreveport	LA
Blue Grass Distributing Co.	Shreveport	LA
Winnsboro Beverage Packers, Inc.	Winnsboro	LA
CD Potomac Corp.	Baltimore	MD
Beverage Capital Corp.	Baltimore	MD
FPC Holding Co., Inc.	Baltimore	MD
Carbo-Mix Dispenser of MD., Inc.	Beltsville	MD
Valley Beverage Distributors	Corriganville	MD
Lesco Distributing Co., Inc.	Mattapoisett	MA
Polar Corp.	Worcester	MA
The Northeast Btlg. Co.	Worcester	MA
Leonard Fountain Specialties, Inc.	Detroit	MI
Bar Beverage Control Inc.	Grand Rapids	MI
Peninsula Bev Co., Inc	Iron Mountain	MI
Tri-City Beverage Inc.	Marquette	MI
South Range Btlg. Works	South Range	MI
All-American Btlg. Corp.	St. Paul	MN
Nehi Btlg. Co. of Cleveland Inc.	Cleveland	MS
Universal Industries Corp.	Columbus	MS
Hattiesburg Beverage Co., Inc	Hattiesburg	MS
Moak Btlg. Co., Inc	Indianola	MS
The Network Group, Inc.	Jackson	MS
Mississippi Brokerage Co., Inc	Kosciusko	MS
C.C. Clark Inc.	Starkville	MS
Eilzey Beverage Inc.	Tylertown	MS

# ROYAL CROWN DISTRIBUTORS

Harkins Wholesale Inc.	Butte	MT
Crown Beverage Co., Inc.	Missoula	MT
Vega Enterprises, Inc.	Las Vegas	NV
Snyder's Inc.	Las Vegas	NV
7UP Btfg. Co. of Reno	Reno	NV
Damon Industries	Sparks	NV
Jay Syrup Co.	Hillside	NJ
CD Btfg. Co. of Asbury Park	Neptune	NJ
Monmouth Beverage	Neptune	NJ
Sea Breeze Fruit Flavors, Inc.	Towaco	NJ
Vinland Syrup	Vinland	NJ
Bronson Syrup Co., Inc.	Bohemia	NY
Irish Carbonic, Inc.	Buffalo	NY
New Fountain Beverage	Holtsville	NY
Upstate Beverage, Inc.	Kingston	NY
F&V Distributing Co.	Lake Success	NY
Dumont Distributing	Malone	NY
Nehi Btfg. Co.	Malone	NY
DeCrescente Distributing Co.	Mechanicville	NY
Russo Bros., Inc.	Mechanicville	NY
Fall Beverage Inc.	New York Mills	NY
Polar Corp.	New York Mills	NY
RC of Johnston, PA, Inc.	Syracuse	NY
RC of Asheville	Asheville	NC
RC of The Carolinas, Inc.	Charlotte	NC
CD of Greensboro	Greensboro	NC
Dickey Supply Co., Inc	Murphy	NC
Carolina Btfg. Co.	Raleigh	NC
Sun-Drop Btfg. Co. of Rocky Mnt., NC	Rocky Mountain	NC
Carolina Btfg. Co.	Salisbury	NC
Piedmont Cheerwine Btfg. Co.	Salisbury	NC
Nehi/RC Btfg. Co. of Shelby, Inc.	Shelby	NC
DP Btfg. Co. of West Jefferson	West Jefferson	NC
Fame Beverage Co.	Canton	OH
Cotton Club Btfg. Co.	Cleveland	OH
Metro Beverage Co., Inc.	Columbus	OH
Midwest Juice & Syrup Co., Inc.	Dayton	OH
Z&Z Distributing Co.	Toledo	OH
Ohio Wine Imports, Inc.	Youngstown	OH
DP/RC Btfg. Co.	Chickasha	OK
Jerryco Ltd. & Four L. Enterprises	Elk City	OK
Pope Distributing	Enid	OK
Lawton 7UP Btfg. Co.	Lawton	OK
All-American Btfg. Corp.	Oklahoma City	OK
Stephen B. Browne Co.	Oklahoma City	OK
7UP Btfg. Co., Inc	Ponca City	OK
Lake Country Beverage	Tulsa	OK
Portland Btfg. Co./National Brands	Portland	OR
Davis Beverage Group	Bethlehem	PA

# ROYAL CROWN DISTRIBUTORS

Faris Distributing, Inc.	Connellsville	PA
West Penn Nehi Btlg. Co., Inc	Farrel	PA
Jackson L. Finney d/b/a Capital Carbonic	Harrisburg	PA
Products Enterprise, Inc.	Hanover	PA
Polar Bear Inc.	Mercer	PA
Philadelphia Extract	Philadelphia	PA
Superior Beverage	Phoenixville	PA
Glen Carbonic Gas Co.	Plymouth	PA
Crystal Soda Water	Scranton	PA
CD Btlg. Co. of Scranton, PA	Scranton	PA
Alfred M. Lutheran Distributors	West Mifflin	PA
Premium Beverage Packers, Inc.	Wyomissing	PA
JMF Group	Providence	RI
King Beverage Co., Inc.	Smithfield	RI
Nehi/RC Btlg. Co., Inc.	Greenville	SC
Nehi-RC of Cookeville, Inc.	Allgood	TN
All-American Btlg. Corp.	Nashville	TN
Quality Distributors, L.L.C	Chattanooga	TN
Nehi/RC of Cookeville, Inc.	Cookeville	TN
All-American Btlg. Corp.	Knoxville	TN
DP Btlg. Co. of Paragould	Memphis	TN
Sun-Drop Beverage Corp.	Pulaski	TN
Austin Bottle Shops, Inc.	Austin	TX
DP Bottlers of Brownwood	Brownwood	TX
Lone Star Dist. of Castorville	Castorville	TX
DP Btlg. Co., Inc.	Corsicana	TX
Wholesalers Inc.	Corpus Christi	TX
DP Btlg. Co. of TX	Dallas	TX
Valley Distributors Inc.	Fort Stockton	TX
Heart of Texas Distributors	Fredericksburg	TX
A Barr Metroplex, Inc.	Grand Prairie	TX
3-M Distributors	Houston	TX
DP Btlg. Co. of Houston	Houston	TX
DP Btlg. Co.	Irving	TX
Southern Distributing Co.	Laredo	TX
Maxwell Distributing Co.	Longview	TX
Made-Rite Btlg. Co.	Longview	TX
Superior Beverage Co.	Lubbock	TX
Mason Btlg. Co., Inc.	Mason	TX
Cono Coors Distributing Co., Inc	McAllen	TX
O.D. Distributing Inc.	Midland	TX
Harmar Btlg. Co.	Paris	TX
Big Red Btlg. Co. of San Antonio	San Antonio	TX
Temple Btlg. Co.	Temple	TX
Temple DP Btlg. Co., Inc	Temple	TX
Tyler Beverages, Inc.	Tyler	TX

# ROYAL CROWN DISTRIBUTORS

Waco Carbonic Co.	Waco	TX
Vernon DP Btlg. Co., Inc.	Vernon	TX
Elder Distributing, Inc.	Victoria	TX
Kalil Btlg. Co. (Tucson, AZ)	Salt Lake City	UT
Nicholas & Company	Salt Lake City	UT
Virginia Beach Beverage	Virginia Beach	VA
Cavalier Beverage Co., Inc.	Charlottesville	VA
RC Btlg. Co. of Virginia	Norfolk	VA
RC Btlg. Co. of Richmond	Richmond	VA
Blue Ridge Beverage Co., Inc.	Salem	VA
CD Potomac Corp.	Springfield	VA
RC Btlg. Co. of Winchester	Winchester	VA
CD Potomac Corp.	Washington	DC
Northwest Btlg. Co., Inc	Seattle	WA
Portland Btlg. Co.	Spokane	WA
Skyline Beverage Inc.	Beckley	WV
All-American Btlg. Corp.	Charleston	WV
Neh/RC Co. of Raineville	Rianeville	WV
Wine & Beverage Merchants of WV, Inc.	Weirton	WV
La Crosse Distributing Co., Inc.	La Crosse	WI
MBC Foods, Inc.	Milwaukee	WI
All-American Btlg. Corp.	Oshkosh	WI