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Form PTO-1594  
1-31-92

4-18-00



DEPT. OF COMMERCE  
Patent Office

101418223

101350793

of thereof.

To the Honorable

1. Name of conveying party

ABC Beverage Corp.

OPR/FINANCE

- Individuals
- General Partnership -
- Corporation-State - Michigan
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Interest
- Other
- Merger
- Change of Name

Execution Date: October 7, 1999

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

Name: Chase Bank of Texas, N.A.

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

Street Address: 712 Main Street

City: Houston State: Texas ZIP: 77002

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation- \_\_\_\_\_
- Other - Collateral Agent \_\_\_\_\_

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

Trademark Registration No.(s)\

**Please see attached Schedule A**

6. Total number of applications and registration involved

26

7. Total fee (37 CFR 3.41): ..... \$ 665.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

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

05/09/2000 DC0ATES 00000101 1473317

DO NOT USE THIS SPACE

01 FC:401 40.00 OP  
02 FC:402 625.00 OP

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.

Brian T. Jaenicke  
Name of Person Signing

Brian T. Jaenicke  
Signature

4/18/2000  
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**TRADEMARKS**

| <u>Mark</u>                        | <u>Jurisdiction</u> | <u>Registration/<br/>Application Number</u> |
|------------------------------------|---------------------|---|
| 50-50 (CINCUENTA CINCUENTA)        | Argentina           | 1473317                                     |
| 50/50                              | Illinois            | 31836                                       |
| 50/50 (STYLIZED)                   | Cost Rica           | 90.938                                      |
| 50/50 (STYLIZED)                   | Mexico              | 409704                                      |
| 50/50 (STYLIZED)                   | Peru                | 3837  |
| ALLIGATOR DESIGN                   | United States       | 1890901                                     |
| BEVERAGE AMERICA, INC.             | United States       | 2173275                                     |
| BEVERAGE AMERICA INC. (AND DESIGN) | United States       | 2124663                                     |
| AQUA CLEAR                         | United States       | 2024241                                     |
| CANFIELD'S                         | Argentina           | 1471310                                     |
| CANFIELD'S                         | Benelux             | 475195                                      |
| CANFIELD'S                         | Canada              | 322701                                      |
| CANFIELD'S                         | Colombia            | 153000                                      |
| CANFIELD'S                         | Costa Rica          | 82288                                       |
| CANFIELD'S                         | Israel              | T/83619                                     |
| CANFIELD'S                         | Japan               | 2217270                                     |
| CANFIELD'S                         | Peru                | 1259  |
| CANFIELD'S                         | United States       | 976004                                      |
| CANFIELD'S (AND DESIGN)            | United States       | 1343117                                     |

| <u>Mark</u>             | <u>Jurisdiction</u> | <u>Registration/<br/>Application Number</u> |
|-------------------------|---------------------|---|
| CANFIELD'S (AND DESIGN) | United States       | 740273                                      |
| CHERRY-OLA              | United States       | 828265                                      |
| CHICAGO COW             | United States       | 1840061                                     |
| CHOCOLATE FUDGE         | Canada              | 32115                                       |
| COUNTRY MIST (STYLIZED) | United States       | 1742469                                     |
| DANCING CARBONATION     | Illinois            | 30992                                       |
| DANCING CARBONATION     | Wisconsin           | 18240                                       |
| FIFTY-FIFTY             | Illinois            | 31090                                       |
| GRAF'S                  | United States       | 406221                                      |
| GRAF'S                  | United States       | 900859                                      |
| GRAF'S 50/50            | Missouri            | 9131  |
| GRAF'S DIET 50/50       | Missouri            | 9130  |
| GRAN'PA GRAF'S          | United States       | 1056693                                     |
| HAWAIIAN PINEAPPLE      | United States       | 1375303                                     |
| HEE HAW (STYLIZED)      | United States       | 1775407                                     |
| HONEE ORANGE            | Illinois            | 48079                                       |
| HONEE ORANGE            | Indiana             | 5009-2140                                   |
| HONEE ORANGE            | Wisconsin           | 18242                                       |
| JUICYFULL               | United States       | 1411874                                     |
| MICKY MELON             | United States       | 1337051                                     |
| NO-CAF                  | United States       | 1221126                                     |
| SELECT BEVERAGES, INC.  | United States       | 2029357                                     |

| <u>Mark</u>                       | <u>Jurisdiction</u> | <u>Registration/<br/>Application Number</u> |
|-----------------------------------|---------------------|---|
| SPRING MIST                       | United States       | 1796051                                     |
| STRAWBERRY SUPREME                | United States       | 950437                                      |
| SWISS CREME (AND DESIGN)          | United States       | 853301                                      |
| SYMBOL OF EXCELLENCE (AND DESIGN) | United States       | 938156                                      |
| UP-TOWN                           | United States       | 1510359                                     |
| UP-TOWN                           | Benelux             | 475196                                      |
| WATERTOWER                        | United States       | 1566268                                     |
| WILDWOOD                          | United States       | 992083                                      |

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ABC Beverage Corp., a Michigan corporation (the "Assignor") with principal offices at 2304 Century Center Boulevard, Irving, Texas 75062, hereby assigns and grants to Chase Bank of Texas, N.A., as Collateral Agent, with principal offices at 712 Main Street, Houston, Texas 77002 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of October 7, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 7th day of October, 1999.

ABC BEVERAGE CORP., Assignor

By

Name:

Title:

  
Vice President

CHASE BANK OF TEXAS, N.A.

as Collateral Agent, Assignee

By

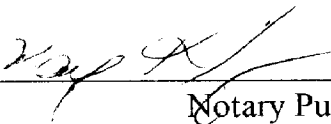
Name:

Title:

  
Vice President

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

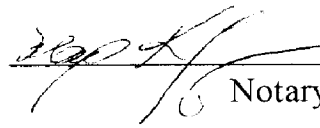
On this 7<sup>th</sup> day of October, 1999 , before me personally came Glenn A. Youngkin who, being by me duly sworn, did state as follows: that he is Vice President of ABC Beverage Management, Inc., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

**MAY KAREN YIP**  
**Notary Public, State of New York**  
**No. 01Y16009063**  
**Qualified in New York County**  
**Commission Expires June 22, 2000**

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 7<sup>th</sup> day of October, 1999, before me personally came Kara Nordstrom who, being by me duly sworn, did state as follows: that she is Vice President of Chase Bank of Texas, N.A. that she is authorized to execute the foregoing Assignment of Security Interest on behalf of said company and that she did so by authority of the Board of Directors of said company.

  
\_\_\_\_\_  
Notary Public

**MAY KAREN YIP**  
**Notary Public, State of New York**  
**No. 01Y16009063**  
**Qualified in New York County**  
**Commission Expires June 22, 2000**