

10-31-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼



101891092

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

10-31-01

1. Name of conveying party(ies):
Premium Beverage Packers, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - PA
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LaSalle Business Credit, Inc.
Internal
Address: _____
Street Address: 1735 Market Street, 6th Fl.
City: Philadelphia state: PA Zip: 19103
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Schedule A attached
Additional number(s) attached Yes No


B. Trademark Registration No.(s)
See Schedule A attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elizabeth A. Grzywacz, Esquire
Internal Address: _____

Street Address: Wolf, Block, Schorr and Solis-Cohen
1650 Arch Street, 22nd Floor
City: Phila. State: PA Zip: 19103

6. Total number of applications and registrations involved: 30
7. Total fee (37 CFR 3.41).....\$ 765.00
 Enclosed
 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.
Elizabeth A. Grzywacz  10/26/2001
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document. 17

10/31/2001 DBYRNE 00000012 2064154

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481 40.00 DP
02 FC:482 725.00 DP

TRADEMARK
REEL: 002394 FRAME: 0081

SCHEDULE A

Premium Beverage Packers, Inc.

Trademarks

Federally Registered Trademarks

<u>Mark</u>	<u>Registration Number</u>
American Classic	2064154
American Classic Logo	1882419
Clear Choice	1959704
NRG2	2154884
NRG Plus	1654998
Old Dutch Logo	2437859
Sunny Isle	1551198
Top Pop	1510360
Top Real Brewed Tea	2283459
Top Fruit Medley	2261265
Top Tea	2183177
American Classic	1776022
Top Cola	1297930
Top Pop	1285484
Top Pop	1335803
Top Tea	1473397
Clear 'N Pure	2143725

Federal Trademark Applications

<u>Mark</u>	<u>Serial Number</u>
Old Dutch	75492946
Top	74616753
Top Sport	74616761
Clear Choice Premium Seltzer	78071480
MAX-E	78062518
Citrus Dew	78010396
Dr. Sparkle	78010409
Dr. Pep-Up	78010405
Mountain Sunshine	78010400
Citrus Sunshine	78010397
Mountain Mist	78010398
Sun Dew	78010402
Fruit-Bursts	75907647

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") is made as of this 25th day of October, 2001, by **PREMIUM BEVERAGE PACKERS, INC.**, a Pennsylvania corporation ("**Borrower**"), in favor of LaSalle Business Credit, Inc., as Agent ("**Agent**").

W I T N E S S E T H

WHEREAS, Borrower, Agent, Lender and Issuing Bank are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent, Lender and/or Issuing Bank to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for its benefit and the benefit of Lender and/or Issuing Bank, of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Incorporation of Financing Agreements.** The Loan Agreement, the other Financing Agreements and the terms and provisions thereof are hereby incorporated in this Security Agreement in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the complete and timely payment and satisfaction of Borrower's Liabilities, Borrower hereby grants to Agent, for its benefit and the benefit of Lender and/or Issuing Bank, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on **Schedule A** attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. **Warranties and Representations.** Borrower warrants and represents to Agent that:

(i) except as set forth in **Schedule B(i)** attached hereto and made a part hereof, no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) except as set forth on **Schedule B(ii)** attached hereto and made a part hereof, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) except as set forth on **Schedule B(iii)** attached hereto and made a part hereof, Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. **Restrictions on Future Agreements.** Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. **New Trademarks.** Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on **Schedule A** constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending **Schedule A** to include any such Trademarks.

6. **Term.** The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuation of an Event of Default, the use by Agent of all Trademarks shall be without any liability of Agent to Borrower for royalties or other related charges.

7. **Product Quality.** Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Borrower agrees that Agent, or a conservator appointed by Agent, shall have

the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. **Release of Security Agreement.** This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent, Lender and/or Issuing Bank in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. **Duties of Borrower.** Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this **Section 10** shall be borne by Borrower.

11. **Agent's Right to Sue.** After the occurrence and during the continuation of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 11**.

12. **Waivers.** No course of dealing between Borrower and Agent, Lender and/or Issuing Bank, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 5** hereof or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent, Lender and/or Issuing Bank under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent, Lender and Issuing Bank shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania.

16. **Binding Effect; Benefits.** This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, Lender, Issuing Bank and their successors, nominees and assigns.

17. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and applicable federal law.


18. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. **Further Assurances.** Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. **Survival of Representations.** All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

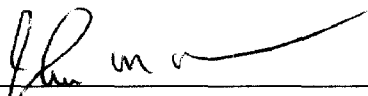
PREMIUM BEVERAGE PACKERS, INC.

By: 
Jeffrey D. Hettinger, President

Agreed and Accepted

As of the Date First Written Above

**LASALLE BUSINESS CREDIT, INC., as
Agent**

By: 
John M. DePledge, Vice President

SCHEDULE A

Schedule A

to
Trademark Security Agreement
dated as of October 25 2001
by
Premium Beverage Packers, Inc.
in favor of
LaSalle Business Credit, Inc., as Agent

Trademarks

1. Federally Registered Trademarks.

<u>Mark</u>	<u>Registration Number</u>	<u>Ownership</u>	<u>Status</u>
American Classic	2064154	Borrower, subject to lien in favor of Sovereign*	Registered May 20, 1997
American Classic Logo	1882419	Borrower, subject to lien in favor of Sovereign*	Registered March 7, 1995
Clear Choice	1959704	Borrower and Reevive, Inc. licensed to Borrower pursuant to the agreement described in Paragraph 2 of <u>Schedule B(ii)</u> , subject to lien in favor of Sovereign*	Registered March 5, 1996
NRG2	2154884	Bottlers Int. Ltd. licensed to Borrower pursuant to the agreement described in Paragraph 1 of <u>Schedule B(ii)</u>	Registered May 5, 1998
NRG Plus	1654998	Bottlers Int. Ltd. licensed to Borrower pursuant to the agreement described in Paragraph 1 of <u>Schedule B(ii)</u>	Registered August 27, 1991

Old Dutch Logo	2437859	Borrower, subject to lien in favor of Sovereign*	Registered March 27, 2001
Sunny Isle	1551198	Borrower, subject to liens in favor of Sovereign* and the Colita Group**	Registered August 8, 1989
Top Pop	1510360	Borrower, subject to lien in favor of Sovereign*	Registered October 25, 1988
Top Real Brewed Tea	2283459	Borrower, subject to lien in favor of Sovereign*	Registered October 5, 1999
Top Fruit Medley	2261265	Borrower, subject to lien in favor of Sovereign*	Registered July 13, 1999
Top Tea	2183177	Borrower, subject to lien in favor of Sovereign*	Registered August 25, 1998
American Classic	1776022	Borrower, subject to lien in favor of Sovereign*	Registered June 8, 1993
Top Cola	1297930	Borrower, subject to liens in favor of Sovereign* and Meridian Bank***	Registered September 25, 1984
Top Pop	1285484	Borrower, subject to lien in favor of Sovereign*	Registered July 10, 1984
Top Pop	1335803	Borrower subject to lien in favor of Meridian Bank***	Registered May 14, 1985
Top Tea	1473397	Borrower subject to lien in favor of Meridian Bank***	Registered January 19, 1988

Borrower and
Reevive, Inc. licensed
to Borrower pursuant
to the agreement
described in Paragraph
2 of Schedule B(ii),
subject to lien in favor
of Sovereign*

Registered
March 10, 1998

* Borrower will cause the liens in favor of Sovereign to be terminated at or prior to the Closing as more fully described in Paragraph 1 of Schedule 11(e) to the Loan Agreement.

** See Paragraph 8 of Schedule 11(e) to the Loan Agreement and Paragraph 1 of Schedule 13(c) to the Loan Agreement.

*** Strategic Brands, Inc. ("Strategic"), predecessor in interest to Borrower with respect to the ownership of such trademark, granted Meridian Bank a lien on, and security interest in, such trademark pursuant to an agreement dated as of January 31, 1992 and recorded in the United States Patent and Trademark Office on February 11, 1992 at Reel 0843 and Frame 0735. First Union National Bank, successor by merger to Meridian Bank, has executed a Termination of Security Interest and Assignment of Trademarks in favor of Borrower terminating such lien and security interest, and, as of the date of the Loan Agreement, Borrower has presented such executed Termination of Security Interest and Assignment of Trademarks to the United States Patent and Trademark Office for recordation.

2. Federal Trademark Applications.

<u>Mark</u>	<u>Serial Number</u>	<u>Ownership</u>	<u>Status</u>
Old Dutch	75492946	Borrower, subject to lien in favor of Sovereign*	Abandoned
Top	74616753	Borrower, subject to lien in favor of Sovereign*	Abandoned
Top Sport	74616761	Borrower, subject to lien in favor of Sovereign*	Abandoned
Clear Choice Premium Seltzer	78071480	Borrower	Pending**
MAX-E	78062518	Borrower	Pending
Citrus Dew	78010396	Borrower	Pending

Dr. Sparkle	78010409	Borrower	Abandoned
Dr. Pep-Up	78010405	Borrower	Abandoned
Mountain Sunshine	78010400	Borrower	Abandoned
Citrus Sunshine	78010397	Borrower	Abandoned
Mountain Mist	78010398	Borrower	Abandoned
Sun Dew	78010402	Borrower	Pending**
Fruit-Bursts	75907647	Borrower	Pending

* Borrower will cause the liens in favor of Sovereign to be terminated at or prior to the Closing as more fully described in Paragraph 1 of Schedule 11(e) to the Loan Agreement.

**Borrower calls the attention of Agent to the fact that Borrower intends to abandon such trademark.

3. New York Registered Trademarks.

<u>Mark</u>	<u>Registration Number</u>	<u>Ownership</u>	<u>Status</u>
City Club Beverages C/C Since 1901	R27192	Borrower, subject to liens in favor of Sovereign* and the Colita Group**	Registered February 6, 1997
CC	28568	Borrower, subject to liens in favor of Sovereign* and the Colita Group**	Registered February 6, 1997

* Borrower will cause the liens in favor of Sovereign to be terminated at or prior to the Closing as more fully described in Paragraph 1 of Schedule 11(e) to the Loan Agreement.

** See Paragraph 8 of Schedule 11(e) to the Loan Agreement and Paragraph 1 of Schedule 13(c) to the Loan Agreement.

4. Unregistered Marks.

<u>Mark</u>	<u>Registration Number</u>	<u>Ownership</u>	<u>Status</u>
City Club True-Fruit Beverages C/C Since 1901	N/A	Borrower, subject to liens in favor of Sovereign* and the Colita Group**	N/A

* Borrower will cause the liens in favor of Sovereign to be terminated at or prior to the Closing as more fully described in Paragraph 1 of **Schedule 11(e)** to the Loan Agreement.

** See Paragraph 8 of **Schedule 11(e)** to the Loan Agreement and Paragraph 1 of **Schedule 13(c)** to the Loan Agreement.

Schedule B(i)

to

Trademark Security Agreement

dated as of October 25, 2001

by

Premium Beverage Packers, Inc.

in favor of

LaSalle Business Credit, Inc., as Agent

Invalidity or Unforceability of Trademarks

1. See **Schedule A** to the foregoing Security Agreement regarding certain of the Trademarks which have been abandoned by Borrower.
2. Borrower calls the attention of agent to the fact that borrower intends to abandon the following trademark applications described in Paragraph 2 of **Schedule A** to the foregoing Security Agreement: (a) MAX-E and (b) Sun Dew.

B(i)-1

**TRADEMARK
REEL: 002394 FRAME: 0093**

Schedule B(ii)

to

**Trademark Security Agreement
dated as of October ~~25~~ 2001**

by

Premium Beverage Packers, Inc.

in favor of

LaSalle Business Credit, Inc., as Agent

Exceptions Regarding Ownership; Liens; Etc.

1. License for Exclusive Use of Trademark dated August 22, 2001 by and between Borrower and Bottlers Int. Ltd. ("Bottlers") pursuant to which Bottlers has granted to Borrower an exclusive license to use the "NRG2" and "NRG Plus" trademarks more particularly described in Paragraph 1 of **Schedule A** to the foregoing Security Agreement throughout the United States and North America for a period of three (3) years in consideration for Borrower's payment to Bottlers of a fee in an amount equal to Ten Cents (\$.10) per case (24x8oz. (192 fluid ounces) or the equivalent thereof) of beverages shipped monthly under said marks by Borrower with a minimum monthly fee of One Thousand Dollars (\$1,000.00).

2. Trademarks and Royalties Agreement dated April 15, 1994 among Borrower, Strategic and Reevive, Inc. ("Reevive") pursuant to which Borrower has the right to use the "Clear Choice" and "Clear 'N Pure" trademarks which were, at that time, owned equally by Strategic and Reevive and more particularly described in Paragraph 1 of **Schedule A** to the foregoing Security Agreement within the territory identified in such Trademarks and Royalties Agreement in consideration for Borrower's payment to Strategic and Reevive of a fee in an amount equal to three percent (3%) of Borrower's net monthly sales of beverages under such marks, with a flat Ten Cent (\$.10) per case payment on all sales of "Clear N' Pure" drinking water. Effective as of May 14, 1998, Reevive and Strategic transferred and assigned all of their respective right, title, and interest in, to and under the aforementioned marks to Borrower and Reevive pursuant to an assignment recorded in the United States Department of Commerce, Patent and Trademark Office on June 11, 1998 at Reel 1744, Frame 0370. Accordingly, Borrower and Reevive each owns a one half (1/2) interest in such marks and Borrower continues to have the exclusive right to use such marks as provided in such Trademarks and Royalties Agreement.

3. See Paragraph 1 of **Schedule 11(e)** to the Loan Agreement regarding, among other things, the liens in favor of Sovereign Bank on certain trademarks owned by Borrower.

4. See Paragraph 8 of **Schedule 11(e)** to the Loan Agreement regarding the liens in favor of the Colita Group on certain trademarks owned by Borrower.

5. Borrower calls the attention of Agent to the fact that Strategic, predecessor in interest to Borrower with respect to the ownership of such trademarks, granted Meridian Bank a lien on, and security interest in, certain trademarks more fully described in **Schedule A** to the foregoing Security Agreement pursuant to an agreement dated as of January 31, 1992 and recorded in the United States Patent and Trademark Office on February 11, 1992 at Reel 0843 and Frame 0735. First Union National Bank, successor by merger to Meridian Bank, has executed a Termination

B(ii)-1

**TRADEMARK
REEL: 002394 FRAME: 0094**

of Security Interest and Assignment of Trademarks in favor of Borrower terminating such lien and security interest, and, as of the date of the Loan Agreement, Borrower has presented such executed Termination of Security Interest and Assignment of Trademarks to the United States Patent and Trademark Office for recordation.

B(ii)-2

Schedule B(iii)

to

Trademark Security Agreement

dated as of October ~~25~~ 2001

by

Premium Beverage Packers, Inc.

in favor of

LaSalle Business Credit, Inc., as Agent

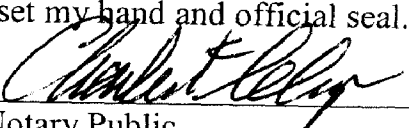
Suits or Actions Regarding Trademarks

See Paragraph 2 of **Schedule 11(g)** to the Loan Agreement regarding the claims by Wal-Mart Stores, Inc. regarding certain trademarks owned by Borrower.

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

On this, the 25th day of October, 2001, before me, a Notary Public, personally appeared **John M. DePledge**, who acknowledged himself to be a Vice President of **LaSalle Business Credit, Inc.**, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



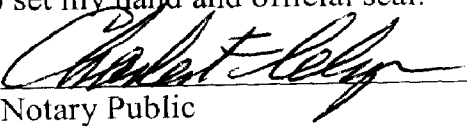
Notary Public
My commission expires

Notarial Seal
Charles F. Seliga, Notary Public
City of Reading, Berks County
My Commission Expires May 19, 2005
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

On this, the 25th day of October, 2001, before me, a Notary Public, personally appeared **Jeffrey D. Hettinger**, who acknowledged himself to be President of **Premium Beverage Packers, Inc.**, a Pennsylvania corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public
My commission expires

Notarial Seal
Charles F. Seliga, Notary Public
City of Reading, Berks County
My Commission Expires May 19, 2005
Member, Pennsylvania Association of Notaries

SCHEDULE A

Premium Beverage Packers, Inc.

Trademarks

Federally Registered Trademarks

<u>Mark</u>	<u>Registration Number</u>
American Classic	2064154
American Classic Logo	1882419
Clear Choice	1959704
NRG2	2154884
NRG Plus	1654998
Old Dutch Logo	2437859
Sunny Isle	1551198
Top Pop	1510360
Top Real Brewed Tea	2283459
Top Fruit Medley	2261265
Top Tea	2183177
American Classic	1776022
Top Cola	1297930
Top Pop	1285484
Top Pop	1335803
Top Tea	1473397
Clear 'N Pure	2143725

Federal Trademark Applications

<u>Mark</u>	<u>Serial Number</u>
Old Dutch	75492946
Top	74616753
Top Sport	74616761
Clear Choice Premium Seltzer	78071480
MAX-E	78062518
Citrus Dew	78010396
Dr. Sparkle	78010409
Dr. Pep-Up	78010405
Mountain Sunshine	78010400
Citrus Sunshine	78010397
Mountain Mist	78010398
Sun Dew	78010402
Fruit-Bursts	75907647

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") is made as of this 25th day of October, 2001, by **PREMIUM BEVERAGE PACKERS, INC.**, a Pennsylvania corporation ("**Borrower**"), in favor of LaSalle Business Credit, Inc., as Agent ("**Agent**").

W I T N E S S E T H

WHEREAS, Borrower, Agent, Lender and Issuing Bank are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent, Lender and/or Issuing Bank to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for its benefit and the benefit of Lender and/or Issuing Bank, of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Incorporation of Financing Agreements.** The Loan Agreement, the other Financing Agreements and the terms and provisions thereof are hereby incorporated in this Security Agreement in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the complete and timely payment and satisfaction of Borrower's Liabilities, Borrower hereby grants to Agent, for its benefit and the benefit of Lender and/or Issuing Bank, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on **Schedule A** attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. **Warranties and Representations.** Borrower warrants and represents to Agent that:

(i) except as set forth in **Schedule B(i)** attached hereto and made a part hereof, no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) except as set forth on **Schedule B(ii)** attached hereto and made a part hereof, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) except as set forth on **Schedule B(iii)** attached hereto and made a part hereof, Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. **Restrictions on Future Agreements.** Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. **New Trademarks.** Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on **Schedule A** constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending **Schedule A** to include any such Trademarks.

6. **Term.** The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuation of an Event of Default, the use by Agent of all Trademarks shall be without any liability of Agent to Borrower for royalties or other related charges.

7. **Product Quality.** Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Borrower agrees that Agent, or a conservator appointed by Agent, shall have

the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. **Release of Security Agreement.** This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent, Lender and/or Issuing Bank in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. **Duties of Borrower.** Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this **Section 10** shall be borne by Borrower.

11. **Agent's Right to Sue.** After the occurrence and during the continuation of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 11**.

12. **Waivers.** No course of dealing between Borrower and Agent, Lender and/or Issuing Bank, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 5** hereof or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent, Lender and/or Issuing Bank under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent, Lender and Issuing Bank shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania.

16. **Binding Effect; Benefits.** This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, Lender, Issuing Bank and their successors, nominees and assigns.

17. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and applicable federal law.

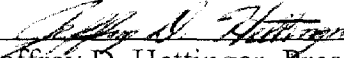
18. **Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. **Further Assurances.** Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. **Survival of Representations.** All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

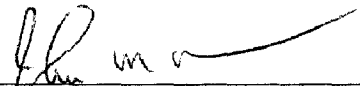
PREMIUM BEVERAGE PACKERS, INC.

By: 
Jeffrey D. Hettinger, President

Agreed and Accepted

As of the Date First Written Above

**LASALLE BUSINESS CREDIT, INC., as
Agent**

By: 
John M. DePledge, Vice President

SCHEDULE A

Schedule A

to
Trademark Security Agreement
dated as of October 25 2001
by
Premium Beverage Packers, Inc.
in favor of
LaSalle Business Credit, Inc., as Agent

Trademarks

1. Federally Registered Trademarks.

<u>Mark</u>	<u>Registration Number</u>	<u>Ownership</u>	<u>Status</u>
American Classic	2064154	Borrower, subject to lien in favor of Sovereign*	Registered May 20, 1997
American Classic Logo	1882419	Borrower, subject to lien in favor of Sovereign*	Registered March 7, 1995
Clear Choice	1959704	Borrower and Reevive, Inc. licensed to Borrower pursuant to the agreement described in Paragraph 2 of <u>Schedule B(ii)</u> , subject to lien in favor of Sovereign*	Registered March 5, 1996
NRG2	2154884	Bottlers Int. Ltd. licensed to Borrower pursuant to the agreement described in Paragraph 1 of <u>Schedule B(ii)</u>	Registered May 5, 1998
NRG Plus	1654998	Bottlers Int. Ltd. licensed to Borrower pursuant to the agreement described in Paragraph 1 of <u>Schedule B(ii)</u>	Registered August 27, 1991

Old Dutch Logo	2437859	Borrower, subject to lien in favor of Sovereign*	Registered March 27, 2001
Sunny Isle	1551198	Borrower, subject to liens in favor of Sovereign* and the Colita Group**	Registered August 8, 1989
Top Pop	1510360	Borrower, subject to lien in favor of Sovereign*	Registered October 25, 1988
Top Real Brewed Tea	2283459	Borrower, subject to lien in favor of Sovereign*	Registered October 5, 1999
Top Fruit Medley	2261265	Borrower, subject to lien in favor of Sovereign*	Registered July 13, 1999
Top Tea	2183177	Borrower, subject to lien in favor of Sovereign*	Registered August 25, 1998
American Classic	1776022	Borrower, subject to lien in favor of Sovereign*	Registered June 8, 1993
Top Cola	1297930	Borrower, subject to liens in favor of Sovereign* and Meridian Bank***	Registered September 25, 1984
Top Pop	1285484	Borrower, subject to lien in favor of Sovereign*	Registered July 10, 1984
Top Pop	1335803	Borrower subject to lien in favor of Meridian Bank***	Registered May 14, 1985
Top Tea	1473397	Borrower subject to lien in favor of Meridian Bank***	Registered January 19, 1988

Clear 'N Pure

2143725

Borrower and
Reeive, Inc. licensed
to Borrower pursuant
to the agreement
described in Paragraph
2 of Schedule B(ii),
subject to lien in favor
of Sovereign*

Registered
March 10, 1998

* Borrower will cause the liens in favor of Sovereign to be terminated at or prior to the Closing as more fully described in Paragraph 1 of Schedule 11(e) to the Loan Agreement.

** See Paragraph 8 of Schedule 11(e) to the Loan Agreement and Paragraph 1 of Schedule 13(c) to the Loan Agreement.

*** Strategic Brands, Inc. ("Strategic"), predecessor in interest to Borrower with respect to the ownership of such trademark, granted Meridian Bank a lien on, and security interest in, such trademark pursuant to an agreement dated as of January 31, 1992 and recorded in the United States Patent and Trademark Office on February 11, 1992 at Reel 0843 and Frame 0735. First Union National Bank, successor by merger to Meridian Bank, has executed a Termination of Security Interest and Assignment of Trademarks in favor of Borrower terminating such lien and security interest, and, as of the date of the Loan Agreement, Borrower has presented such executed Termination of Security Interest and Assignment of Trademarks to the United States Patent and Trademark Office for recordation.

2. Federal Trademark Applications.

<u>Mark</u>	<u>Serial Number</u>	<u>Ownership</u>	<u>Status</u>
Old Dutch	75492946	Borrower, subject to lien in favor of Sovereign*	Abandoned
Top	74616753	Borrower, subject to lien in favor of Sovereign*	Abandoned
Top Sport	74616761	Borrower, subject to lien in favor of Sovereign*	Abandoned
Clear Choice Premium Seltzer	78071480	Borrower	Pending**
MAX-E	78062518	Borrower	Pending
Citrus Dew	78010396	Borrower	Pending

Dr. Sparkle	78010409	Borrower	Abandoned
Dr. Pep-Up	78010405	Borrower	Abandoned
Mountain Sunshine	78010400	Borrower	Abandoned
Citrus Sunshine	78010397	Borrower	Abandoned
Mountain Mist	78010398	Borrower	Abandoned
Sun Dew	78010402	Borrower	Pending**
Fruit-Bursts	75907647	Borrower	Pending

* Borrower will cause the liens in favor of Sovereign to be terminated at or prior to the Closing as more fully described in Paragraph 1 of Schedule 11(e) to the Loan Agreement.

**Borrower calls the attention of Agent to the fact that Borrower intends to abandon such trademark.

3. New York Registered Trademarks.

<u>Mark</u>	<u>Registration Number</u>	<u>Ownership</u>	<u>Status</u>
City Club Beverages C/C Since 1901	R27192	Borrower, subject to liens in favor of Sovereign* and the Colita Group**	Registered February 6, 1997
CC	28568	Borrower, subject to liens in favor of Sovereign* and the Colita Group**	Registered February 6, 1997

* Borrower will cause the liens in favor of Sovereign to be terminated at or prior to the Closing as more fully described in Paragraph 1 of Schedule 11(e) to the Loan Agreement.

** See Paragraph 8 of Schedule 11(e) to the Loan Agreement and Paragraph 1 of Schedule 13(c) to the Loan Agreement.

4. Unregistered Marks.

<u>Mark</u>	<u>Registration Number</u>	<u>Ownership</u>	<u>Status</u>
City Club True-Fruit Beverages C/C Since 1901	N/A	Borrower, subject to liens in favor of Sovereign* and the Colita Group**	N/A

* Borrower will cause the liens in favor of Sovereign to be terminated at or prior to the Closing as more fully described in Paragraph 1 of **Schedule 11(e)** to the Loan Agreement.

** See Paragraph 8 of **Schedule 11(e)** to the Loan Agreement and Paragraph 1 of **Schedule 13(c)** to the Loan Agreement.

Schedule B(i)

to

Trademark Security Agreement

dated as of October ~~25~~, 2001

by

Premium Beverage Packers, Inc.

in favor of

LaSalle Business Credit, Inc., as Agent

Invalidity or Unforceability of Trademarks

1. See **Schedule A** to the foregoing Security Agreement regarding certain of the Trademarks which have been abandoned by Borrower.

2. Borrower calls the attention of agent to the fact that borrower intends to abandon the following trademark applications described in Paragraph 2 of **Schedule A** to the foregoing Security Agreement: (a) MAX-E and (b) Sun Dew.

Schedule B(ii)

to

Trademark Security Agreement

dated as of October 25 2001

by

Premium Beverage Packers, Inc.

in favor of

LaSalle Business Credit, Inc., as Agent

Exceptions Regarding Ownership; Liens; Etc.

1. License for Exclusive Use of Trademark dated August 22, 2001 by and between Borrower and Bottlers Int. Ltd. ("Bottlers") pursuant to which Bottlers has granted to Borrower an exclusive license to use the "NRG2" and "NRG Plus" trademarks more particularly described in Paragraph 1 of **Schedule A** to the foregoing Security Agreement throughout the United States and North America for a period of three (3) years in consideration for Borrower's payment to Bottlers of a fee in an amount equal to Ten Cents (\$.10) per case (24x8oz. (192 fluid ounces) or the equivalent thereof) of beverages shipped monthly under said marks by Borrower with a minimum monthly fee of One Thousand Dollars (\$1,000.00).

2. Trademarks and Royalties Agreement dated April 15, 1994 among Borrower, Strategic and Reeve, Inc. ("Reeve") pursuant to which Borrower has the right to use the "Clear Choice" and "Clear 'N' Pure" trademarks which were, at that time, owned equally by Strategic and Reeve and more particularly described in Paragraph 1 of **Schedule A** to the foregoing Security Agreement within the territory identified in such Trademarks and Royalties Agreement in consideration for Borrower's payment to Strategic and Reeve of a fee in an amount equal to three percent (3%) of Borrower's net monthly sales of beverages under such marks, with a flat Ten Cent (\$.10) per case payment on all sales of "Clear 'N' Pure" drinking water. Effective as of May 14, 1998, Reeve and Strategic transferred and assigned all of their respective right, title, and interest in, to and under the aforementioned marks to Borrower and Reeve pursuant to an assignment recorded in the United States Department of Commerce, Patent and Trademark Office on June 11, 1998 at Reel 1744, Frame 0370. Accordingly, Borrower and Reeve each owns a one half (1/2) interest in such marks and Borrower continues to have the exclusive right to use such marks as provided in such Trademarks and Royalties Agreement.

3. See Paragraph 1 of **Schedule 11(e)** to the Loan Agreement regarding, among other things, the liens in favor of Sovereign Bank on certain trademarks owned by Borrower.

4. See Paragraph 8 of **Schedule 11(e)** to the Loan Agreement regarding the liens in favor of the Colita Group on certain trademarks owned by Borrower.

5. Borrower calls the attention of Agent to the fact that Strategic, predecessor in interest to Borrower with respect to the ownership of such trademarks, granted Meridian Bank a lien on, and security interest in, certain trademarks more fully described in **Schedule A** to the foregoing Security Agreement pursuant to an agreement dated as of January 31, 1992 and recorded in the United States Patent and Trademark Office on February 11, 1992 at Reel 0843 and Frame 0735. First Union National Bank, successor by merger to Meridian Bank, has executed a Termination

of Security Interest and Assignment of Trademarks in favor of Borrower terminating such lien and security interest, and, as of the date of the Loan Agreement, Borrower has presented such executed Termination of Security Interest and Assignment of Trademarks to the United States Patent and Trademark Office for recordation.

Schedule B(iii)

to

Trademark Security Agreement

dated as of October 15 2001

by

Premium Beverage Packers, Inc.

in favor of

LaSalle Business Credit, Inc., as Agent

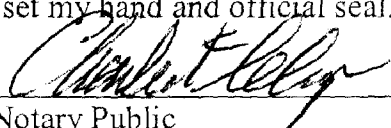
Suits or Actions Regarding Trademarks

See Paragraph 2 of **Schedule 11(g)** to the Loan Agreement regarding the claims by Wal-Mart Stores, Inc. regarding certain trademarks owned by Borrower.

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

On this, the 25th day of October, 2001, before me, a Notary Public, personally appeared **John M. DePledge**, who acknowledged himself to be a Vice President of **LaSalle Business Credit, Inc.**, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



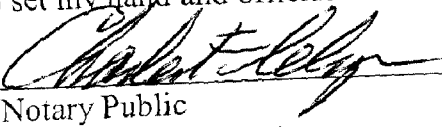
Notary Public
My commission expires

Notarial Seal
Charles F. Seliga, Notary Public
City of Reading, Berks County
My Commission Expires May 19, 2005
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

On this, the 25th day of October, 2001, before me, a Notary Public, personally appeared **Jeffrey D. Hettinger**, who acknowledged himself to be President of **Premium Beverage Packers, Inc.**, a Pennsylvania corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public
My commission expires

Notarial Seal
Charles F. Seliga, Notary Public
City of Reading, Berks County
My Commission Expires May 19, 2005
Member, Pennsylvania Association of Notaries