

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Veryfine Products, Inc.		10/29/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 W. Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152-2689
Entity Type:	a Michigan banking corporation: MICHIGAN

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1490427	
Registration Number:	1503764	
Registration Number:	1496974	
Registration Number:	1490422	BALSAMS NATURAL SPRING WATER
Registration Number:	2989381	BERRY RELAXING
Registration Number:	2127913	
Serial Number:	78474898	FRESH PICKED WATER
Registration Number:	2419817	FRUIT20
Serial Number:	78794105	FRUIT20 NO CALORIES
Registration Number:	2848822	FRUIT 20 ICE
Serial Number:	78822940	FUEL20
Registration Number:	1489613	
Registration Number:	1490428	
Registration Number:	1487708	

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Registration Number:	1489612	
Registration Number:	1489614	
Registration Number:	1486408	
Serial Number:	78519858	PLUS 10
Registration Number:	3121961	TROPICAL FUSION
Registration Number:	2152253	VERYFINE
Registration Number:	3091607	VERYFINE
Registration Number:	1654456	VERYFINE
Registration Number:	0849088	VERYFINE
Registration Number:	1503763	VERYFINE
Registration Number:	1491393	

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 734-761-3780
Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 S. Division Street, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	38966-1 SUNNY D(VERYFINE)
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	12/26/2007

Total Attachments: 7

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 29, 2007 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Sunny Delight Beverages Co. Credit Agreement dated as of April 3, 2007 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Sunny Delight Beverages Co. ("Borrower"), Beverages Holdings, LLC ("Holdings"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders"), and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of April 3, 2007 to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

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

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

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

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

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

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

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

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors 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 Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

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

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is

continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.11(b) of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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

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

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

DEBTOR:

VERYFINE PRODUCTS, INC.

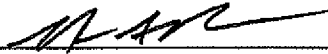
By: Timothy Vollbrecht
Its: Vice President

Signature Page to Trademark Agreement
(801654)

TRADEMARK
REEL: 003683 FRAME: 0878

SECURED PARTY:

COMERICA BANK, as Agent

By: 

Marc Adams
Its: Director

SCHEDULE 1.1

TRADEMARKS

Application Number	Registration Number	Registration Date	Trademark	Registered Owner
73/681409	1490427	31-May-1988	APPLE DEVICE	VERYFINE PRODUCTS, INC.
73/710064	1503764	13-Sep-1988	APPLE DEVICE	VERYFINE PRODUCTS, INC.
73-691168	1496974	19-Jul-1988	APPLE, CHERRIES, AND PINEAPPLE DEVICE	VERYFINE PRODUCTS, INC.
73/670893	1490422	31-May-1988	BALSAMS NATURAL SPRING WATER	VERYFINE PRODUCTS, INC.
78/427805	2989381	30-Aug-2005	BERRY RELAXING	VERYFINE PRODUCTS, INC.
75/228,209	2127913	06-Jan-1998	BOTTLE DESIGN	VERYFINE PRODUCTS, INC.
73/681,408	1491393	07-Jun-1988	BUNCHES OF GRAPES DEVICE	VERYFINE PRODUCTS, INC.
78/474898			FRESH PICKED WATER	VERYFINE PRODUCTS, INC.
75/592715	2419817	09-Jan-2001	FRUIT20	VERYFINE PRODUCTS, INC.
78/794105			FRUIT20 NO CALORIES & DESIGN	VERYFINE PRODUCTS, INC.
76/463369	2848822	01-Jun-2004	FRUIT20 ICE	VERYFINE PRODUCTS, INC.
78/822940			FUEL20 (STYLIZED)	VERYFINE PRODUCTS, INC.

Application Number	Registration Number	Registration Date	Trademark	Registered Owner
73/681670	1489613	24-May-1988	LEMON DEVICE	VERYFINE PRODUCTS, INC.
73/681539	1490428	31-May-1988	MISCELLANEOUS DESIGN (APPLE, CHERRY, RASPBERRY)	VERYFINE PRODUCTS, INC.
73/681672	1487708	10-May-1998	MISCELLANEOUS DESIGN (APPLE, CRANBERRY)	VERYFINE PRODUCTS, INC.
73/681529	1489612	24-May-1988	MISCELLANEOUS DESIGN (CRANBERRY)	VERYFINE PRODUCTS, INC.
73/681684	1489614	24-May-1988	PAPAYA DEVICE	VERYFINE PRODUCTS, INC.
73/681411	1486408	26-Apr-1988	PINEAPPLE AND ORANGE DEVICE	VERYFINE PRODUCTS, INC.
78/519858			PLUS 10	VERYFINE PRODUCTS, INC.
78/529946	3121961	25-Jul-2006	TROPICAL FUSION	VERYFINE PRODUCTS, INC.
75/261856	2152253	21-Apr-1998	VERYFINE (WITH OPEN APPLE DEVICE)	VERYFINE PRODUCTS, INC.
78/563066	3091607	09-May-2006	VERYFINE AND DESIGN (TREE)	VERYFINE PRODUCTS, INC.
74/080882	1654456	20-Aug-1991	VERYFINE STYLIZED SCRIPT	VERYFINE PRODUCTS, INC.
72/243259	849088	14-May-1968	VERYFINE STYLIZED SCRIPT	VERYFINE PRODUCTS, INC.
73/710063	1503763	13-Sep-1988	VERYFINE (STYLIZED)	VERYFINE PRODUCTS, INC.