

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEVERAGE MARKETING USA, INC.		12/31/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	925 Westchester Avenue, 3rd Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	2242311	ARIZONA	
Registration Number:	4462343	ARIZONA	
Registration Number:	2241415	ARIZONA	
Registration Number:	4465548	ARIZONA	
Registration Number:	4283079	ARIZONA	
Registration Number:	4282776	ARIZONA	
Registration Number:	2445642	ARIZONA BEVERAGE CO.	
Registration Number:	4191828	ARIZONA COMBO TRAY	
Registration Number:	5027620	ARIZONA GOOD BREW	
Registration Number:	4912131	ARIZONA MUCHO MANGO	
Registration Number:	4471176	ARIZONA SPORTS	
Registration Number:	4376663	ARIZONA VAPOR WATER	
Registration Number:	4774417	COCO NUTZ	
Registration Number:	4064849	COCOZONA	
Registration Number:	5129591	CRAZY COWBOY	
Registration Number:	3974001	CRAZY STALLION	
Registration Number:	4874520		
Registration Number:	5007640	DRINKARIZONA.COM	
Registration Number:	5107433	MUCHO MANGO	
TRADEMARK			

OP \$1065.00 2242311

Property Type	Number	Word Mark
Registration Number:	4694912	OAK RESERVE BREWED TEA
Registration Number:	4596224	
Registration Number:	4983671	
Registration Number:	2625638	RXSTRESS
Registration Number:	5808684	
Registration Number:	5381013	WHO'S THIRSTY?
Registration Number:	5356062	WINTERSTERN
Registration Number:	2730961	
Registration Number:	4815746	COCO NUTZ
Serial Number:	88288260	ARIZONA
Serial Number:	88288275	ARIZONA
Serial Number:	88473604	ARIZONA
Serial Number:	88473586	ARIZONA
Serial Number:	88473633	ARIZONA
Serial Number:	87513007	ARIZONA AP
Serial Number:	88398338	ARIZONA RX CHILL
Serial Number:	88632501	ARIZONA SUNRISE
Serial Number:	88288244	
Serial Number:	85534864	SOHO
Serial Number:	88654443	SOHO SPIKED SELTZER MERCER ST HOUST
Serial Number:	88144655	VELERO ESPECIAL CERVEZA AUTÉNTICA DE ESP
Serial Number:	88668403	ZONA
Serial Number:	88668407	ZONA

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 732.448.2584

Email: pmessmer@windelsmarx.com

Correspondent Name: Patrick D. Messmer

Address Line 1: 120 Albany Street Plaza

Address Line 4: New Brunswick, NEW JERSEY 08901

NAME OF SUBMITTER:	Patrick D. Messmer
SIGNATURE:	/Patrick D. Messmer/
DATE SIGNED:	01/02/2020

Total Attachments: 6

source=EXECUTED - Trademark Security Agreement (40855859x9FC76)#page1.tif

source=EXECUTED - Trademark Security Agreement (40855859x9FC76)#page2.tif

source=EXECUTED - Trademark Security Agreement (40855859x9FC76)#page3.tif
source=EXECUTED - Trademark Security Agreement (40855859x9FC76)#page4.tif
source=EXECUTED - Trademark Security Agreement (40855859x9FC76)#page5.tif
source=EXECUTED - Trademark Security Agreement (40855859x9FC76)#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of December 31, 2019, by BEVERAGE MARKETING USA, INC. (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (the “Trademark Collateral”):

- (a) Trademarks of the Pledgor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property). For the avoidance of doubt, the Trademark Collateral does not include any U.S. intent-to-use trademark application to the extent and for so long as creation by the Pledgor of a security interest therein would result in the loss by the Pledgor of any material rights therein or in any registration issuing therefrom.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When all of the Obligations have been paid in full (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Swap Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and the Commitments of the Lenders to make any Loan under the Credit Agreement shall have expired or been sooner terminated, and upon termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

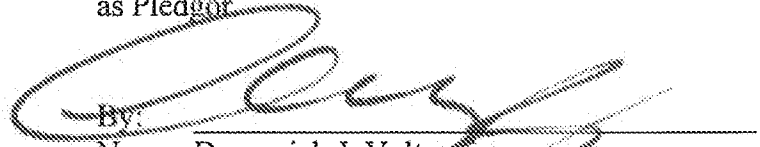
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEVERAGE MARKETING USA, INC.,
as Pledgor

By: 

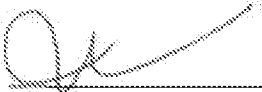
Name: Domenick J. Vultaggio

Title: Director, Chairman of the Board, President,
Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

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

By: 
Name: Vy Nguyen
Title: Authorized Officer

SCHEDULE I

To

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Beverage Marketing USA, Inc.	2242311	ARIZONA (standard characters) in Class 30 & 32
Beverage Marketing USA, Inc.	4462343	ARIZONA (standard characters) in Class 30 & 32 (expanded goods)
Beverage Marketing USA, Inc.	2241415	ARIZONA (stylized) in Class 30 & 32
Beverage Marketing USA, Inc.	4465548	ARIZONA (stylized) in Class 30 & 32 (expanded goods)
Beverage Marketing USA, Inc.	4283079	ARIZONA (stylized) with Cherry Tree Branch in Class 30
Beverage Marketing USA, Inc.	4282776	ARIZONA (stylized) with Split Sunburst in Class 30 & 32
Beverage Marketing USA, Inc.	2445642	ARIZONA BEVERAGE CO. (standard characters) in Class 30
Beverage Marketing USA, Inc.	4191828	ARIZONA COMBO TRAY (standard characters) in Class 30
Beverage Marketing USA Inc.	5027620	ARIZONA GOOD BREW (standard characters) in Class 30
Beverage Marketing USA, Inc.	4912131	ARIZONA MUCHO MANGO (standard characters) in Class 32
Beverage Marketing USA, Inc.	4471176	ARIZONA SPORTS (standard characters) in Class 32
Beverage Marketing USA, Inc.	4376663	ARIZONA VAPOR WATER (standard characters) in Class 32
Beverage Marketing USA, Inc.	4774417	COCONUTZ (standard characters) in Class 33
Beverage Marketing USA, Inc.	4064849	COCOZONA (standard characters) in Class 32
Beverage Marketing USA, Inc.	5129591	CRAZY COWBOY (standard characters in Class 32)
Beverage Marketing USA, Inc.	3974001	CRAZY STALLION (standard characters) in Class 32
Beverage Marketing USA, Inc.	4874520	COW HEAD design in Class 32
Beverage Marketing USA, Inc.	5007640	DRINKARIZONA.COM (standard characters) in Class 30 & 32
Beverage Marketing USA, Inc.	5107433	MUCHO MANGO (standard characters) in Class 32
Beverage Marketing USA, Inc.	4694912	RESERVE OAK BREWED TEA & design in Class 30
Beverage Marketing USA, Inc.	4596224	RISING SUN design in Class 32
Beverage Marketing USA, Inc.	4983671	RISING SUN design in Class 30
Beverage Marketing USA, Inc.	2625638	RXSTRESS (standard characters) in Class 30
Beverage Marketing USA, Inc.	5808684	THUNDERBIRD design in Class 32
Beverage Marketing USA, Inc.	5381013	WHO'S THIRSTY (standard characters) in Class 30 & 32
Beverage Marketing USA, Inc.	5356062	WINTERSTERN (standard characters) in Class 32
Beverage Marketing USA, Inc.	2730961	20 oz. BOTTLE SHAPE in Class 30 & 32
Beverage Marketing USA, Inc.	4815746	COCO NUTZ & design in Class 33

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Beverage Marketing USA, Inc.	88/288260	ARIZONA (stylized) in Class 25
Beverage Marketing USA, Inc.	88/288275	ARIZONA (stylized) and split sunburst design in Class 25
Beverage Marketing USA, Inc.	88/473604	ARIZONA (stylized) and split sunburst design in Class 32
Beverage Marketing USA, Inc.	88/473586	ARIZONA (stylized) and split sunburst design in Class 33
Beverage Marketing USA, Inc.	88/473633	ARIZONA (stylized) and split sunburst design in Class 33
Beverage Marketing USA, Inc.	87/513007	ARIZONA AP (standard characters) in Class 30
Beverage Marketing USA, Inc.	88/398338	ARIZONA RX CHILL (standard characters) in Class 30
Beverage Marketing USA, Inc.	88/632501	ARIZONA SUNRISE (standard characters) in Class 32 & 33
Beverage Marketing USA, Inc.	88/288244	RISING SUN design in Class 25
Beverage Marketing USA, Inc.	85/534864	SOHO (standard characters) in Class 30 & 32
Hornell Brewing Co., Inc.	88/654443	SOHO SPIKED SELTZER & design in Class 32 & 33
Beverage Marketing USA, Inc.	88/144655	VELERO ESPECIAL CERVEZA AUTENTICA DE ESPANA & design in Class 32
Beverage Marketing USA, Inc.	88/668403	ZONA (standard characters) in Class 30 & 32
Beverage Marketing USA, Inc.	88/668407	ZONA (standard characters) in Class 32 & 33

{11758224:2}

Schedule I