

05-07-1999

(Rev 6-93)

To the Honorable Commissioner c



original documents or copy thereof.

1. Name of conveying party(ies):

101031653

receiving party(ies):

MISTIC BRANDS, INC.
709 Westchester Avenue
White Plains, NY 10604

Name: THE BANK OF NEW YORK

as Administrative Agen:

Internal Address:

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

Country:

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

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

3. Nature of conveyance:

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

Execution Date: February 25, 1999

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

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

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

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

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

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached: Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, N.W.

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 29

7. Total fee (37 CFR 3.41): \$740.00

- Enclosed (Check No. 17576)
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

May 4, 1999
Date

Total number of pages comprising cover sheet and document attachments: 15

MAY 04 1999

MRD 5-4-99

05/06/1999 JS/BAZZ 0000094 75420634

01 FC:481
02 FC:482

40.00 OP
700.00 OP

Country	United States	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
			Mistic Brands, Inc.	75/420634	1/20/98			Pending Application
		32	Mistic Brands, Inc.	75/268437	4/2/97			Pending Application
		32	Mistic Brands, Inc.	75/7000118	7/12/95	2,111,543	11/11/97	Registered
			Mistic Brands, Inc.	75/582703	11/4/98			Pending Application
		32	Mistic Brands, Inc.	75/268434	4/2/97			Pending Application
		30, 32	Mistic Brands, Inc.	75/401300	12/8/97	2198619	10/20/98	Registered
		32	Mistic Brands, Inc.	74/501723	3/11/94	1934183	11/7/95	Registered
		32	Mistic Brands, Inc.	71/460266	4/29/43	403406	9/21/43	Registered
		32	Mistic Brands, Inc.	75/318326	7/2/97			Pending Application
		32	Mistic Brands, Inc.	75/462011	4/3/98			Pending Application
		30, 32	Mistic Brands, Inc.	74/371743	3/25/93	1812308	12/21/93	Registered
		30, 32	Mistic Brands, Inc.	75/466298	4/10/98			Pending Application
		30, 32	Mistic Brands, Inc.	75/272478	4/10/97	2135986	2/10/98	Registered
		32	Mistic Brands, Inc.		1/7/99			Pending Application
			Mistic Brands, Inc.	75/401931	12/8/97	2193927	10/6/98	Registered
		30	Mistic Brands, Inc.	75/401930	12/8/97	2212964	12/22/98	Registered
		30, 32	Mistic Brands, Inc.	75/104309	5/15/96	2149721	4/7/98	Registered
		32	Mistic Brands, Inc.	75/494353	6/4/98			Pending Application
		32, 35	Mistic Brands, Inc.	75/340058	8/13/97			Pending Application
			Mistic Brands, Inc.	75/346246	8/25/97			Pending Application
		32, 35	Mistic Brands, Inc.	75/376246	6/29/98			Pending Application
		32	Mistic Brands, Inc.	75/509687				Pending Application
		30, 32	Mistic Brands, Inc.	75/303691	6/5/97	2,156,922	5/12/98	Registered
		30	Mistic Brands, Inc.	74/019759	1/16/90	1620285	10/30/90	Registered
		32	Mistic Brands, Inc.	75/164823	9/12/96	2106960	10/21/97	Registered
		30, 32	Mistic Brands, Inc.	75/104560	5/15/96	2109924	10/28/97	Registered
		32	Mistic Brands, Inc.	75/486450	5/18/98			Pending Application
		32	Mistic Brands, Inc.	75/432587	2/11/98			Pending Application
		32	Mistic Brands, Inc.	75/395590	11/24/97			Pending Application

TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

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

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

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

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

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

MISTIC BRANDS, INC.

By: 

Name:

Brian L. Schorr

Title:

Executive Vice President

THE BANK OF NEW YORK,
as Administrative Agent

By: 

Name:

JAMES J. DUCEY

Title:

VICE PRESIDENT

Country	Mark	United States	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
	Bahamia Blueberry		32	Mistic Brands, Inc.	75/420634	1/20/98			Pending Application
	Chugsters		32	Mistic Brands, Inc.	75/268437	4/2/97			Pending Application
	Energy Booster & Design		32	Mistic Brands, Inc.	75/7000118	7/12/95	2,111,543	11/11/97	Registered
	Lemon Lime Limbo		32	Mistic Brands, Inc.	75/582703	11/4/98			Pending Application
	Liquid Logic		32	Mistic Brands, Inc.	75/268434	4/2/97			Pending Application
	M & Design		30, 32	Mistic Brands, Inc.	75/401300	12/8/97	2198619	10/20/98	Registered
	Mango Mania		32	Mistic Brands, Inc.	74/501723	3/11/94	1934183	11/7/95	Registered
	Mission		32	Mistic Brands, Inc.	71/460266	4/29/43	403406	9/21/43	Registered
	Mission		32	Mistic Brands, Inc.	75/318326	7/2/97			Pending Application
	Mission (Design)		32	Mistic Brands, Inc.	75/462011	4/3/98			Pending Application
	MISTIC		30, 32	Mistic Brands, Inc.	74/371743	3/25/93	1812308	12/21/93	Registered
	Mistic (stylized)		30, 32	Mistic Brands, Inc.	75/466298	4/10/98			Pending Application
	Mistic Breeze		30, 32	Mistic Brands, Inc.	75/272478	4/10/97	2135986	2/10/98	Registered
	Mistic Italian Ice		32	Mistic Brands, Inc.		1/7/99			Pending Application
	Smoothies								
	Mistic Mountain Select		30	Mistic Brands, Inc.	75/401931	12/8/97	2193927	10/6/98	Registered
	Mistic Potions		30, 32	Mistic Brands, Inc.	75/401930	12/8/97	2212964	12/22/98	Registered
	Mistic Rain Forest Nectars		32	Mistic Brands, Inc.	75/104309	5/15/96	2149721	4/7/98	Registered
	Mistic Super Potions		30, 32	Mistic Brands, Inc.	75/496353	6/4/98			Pending Application
	Official Sponsor of the Three Day Weekend		32, 35	Mistic Brands, Inc.	75/340058	8/13/97			Pending Application
	Official Sponsor of the Wild Three Day Weekend		32, 35	Mistic Brands, Inc.	75/340058	8/25/97			Pending Application
	Peach Beach		32	Mistic Brands, Inc.	75/346246	6/29/98			Pending Application
	Powa		30, 32	Mistic Brands, Inc.	75/346246	6/29/98			Pending Application
	Royal Mistic		30	Mistic Brands, Inc.	75/303691	6/5/97	2,156,922	5/12/98	Registered
	Royal Mistic & Design		32	Mistic Brands, Inc.	74/019759	1/16/90	1620285	10/30/90	Registered
	Show Your Colors		30, 32	Mistic Brands, Inc.	75/164823	9/12/96	2,106,900	10/21/97	Registered
	Starlite Springs		32	Mistic Brands, Inc.	75/104560	5/15/96	2109924	10/28/97	Registered
	Sun Valley Squeeze		32	Mistic Brands, Inc.	75/486450	5/18/98			Pending Application
	The Magic's Inside		32	Mistic Brands, Inc.	75/432587	2/11/98			Pending Application
	Vitamania		32	Mistic Brands, Inc.	75/395590	11/24/97			Pending Application

MISTIC LICENSES

<u>Distributor</u>	<u>City</u>	<u>State</u>	<u>Exp. Date</u>	<u>Auto Renewal</u>
Odom Northwest/NW Dist.	Anchorage	AK	12/31/96	1 yr
Johnson Brothers Wine Co. (St. Paul, MN)	Birmingham	AL	12/31/00	2 yr
Dr Pepper Alabama	Decatur	AL	12/31/98	1 yr
Alabama Distributing Co., Inc.	Selma	AL	12/31/99	2 yr
RC Harrison	Harrison	AR	12/31/96	1 yr
Stonecipher Distributors, Inc.	Hot Springs N'tl Pk	AR	12/31/96	1 yr
Mountain Distributing/New Age	Little Rock	AR	12/31/95	1 yr
Dr Pepper Bottling of Paragould	Paragould	AR	12/31/98	1 yr
George A. Campbell & Sons	Pine Bluff	AR	12/31/96	1 yr
Bolls Distributing	Texarkana	AR	12/31/96	1 yr
Kalil Bottling Co.	Tucson	AZ	12/31/06	1 yr*
Gillespie Distributing Co.	Bishop	CA	12/31/95	1 yr
R&R Distributors	Chico	CA	12/31/97	1 yr*
Humboldt Beer Dist. (LAPCO)	Eureka	CA	12/31/95	1 yr
RK Jones Enterprises	Fresno	CA	12/31/96	1 yr*
Stanislaus Distributing	Modesto	CA	12/31/96	1 yr
Wonderland Distributing	Mt. Shasta	CA	12/31/95	1 yr
Geyser Natural Beverage	Oakland	CA	12/31/95	1 yr
Morris Distributing	Petaluma	CA	12/31/95	1 yr
Redding Distributing Co.,	Redding	CA	12/31/97	1 yr*
Golden Brands Bev. Dist.	San Francisco	CA	12/31/96	1 yr
M.E. Fox & Company, Inc.	San Jose	CA	12/31/96	1 yr
7UP Bottling Co. of Stockton	Stockton	CA	12/31/96	1 yr
Angell Distributing	Ukiah	CA	12/31/95	1 yr
C&S Distributing	Visalia	CA	12/31/95	1 yr
Western Murray Distributing	Denver	CO	12/31/95	1 yr
Central Distributing Co.	Grand Junction	CO	12/31/95	1 yr
Fordam Distributing, Inc.	Hartfield	CT	12/31/94	1 yr
Tomassetti Distributors	Meriden	CT	12/31/98	1 yr*
F&F Distributors, Inc.	New London	CT	12/31/94	1 yr
J&M Sales Co, Inc.	Torrington	CT	12/31/99	1 yr*
RC-Nehi Beverage Co. (Peninsula Bevs.)	Dover	DE	12/31/95	1 yr
Canada Dry New Castle	New Castle	DE	12/31/95	1 yr
Southern Wine & Spirits	Miami	FL	12/31/99	1 yr
Spearman Distributing	Tallahassee	FL	12/31/94	1 yr
Georgia Crown Distributing Co.	Atlanta	GA	12/31/96	1 yr
Dixie Riverside	Augusta	GA	12/31/98	1 yr
KEM Distributing	Savannah	GA	12/31/98	1 yr*

MISTIC LICENSES

<u>Distributor</u>	<u>City</u>	<u>State</u>	<u>Exp. Date</u>	<u>Auto Renewal</u>
Paradise Beverages	Honolulu	HI	12/31/95	1 yr
7UP Reno d/b/a Treasure Valley Beverage	Boise	ID	12/31/97	1 yr*
RC Bottling Co. of Chicago	Chicago	IL	perpetual	
Hartman Beverage Co., Inc.	Freeport	IL	12/31/95	1 yr
R&B Distributors, Inc.	Ottawa	IL	12/31/95	1 yr
Standard Wines & Liquors	Peoria	IL	2/28/92	
Folsom Distributing Co. Inc.	Wood River	IL	12/31/98	1 yr*
RC Bottling Co. of Evansville	Evansville	IN	12/31/92	1 yr
Crown Distributing	Salina	KS	12/31/97	1 yr*
Larco Distributing Inc.	Wichita	KS	12/31/95	1 yr
All American Btlg. Co.	Louisville	KY	12/31/06	1 yr
RC bottling Co. of Whitesburg	Whitesburg	KY	12/31/98	1 yr*
Pepsi/7UP Beverage Group of Louisiana (Delta)	Harshan (New Orleans)	LA	12/31/97	1 yr
Streva Distributing Co. Inc.	Morgan City	LA	12/31/96	1 yr*
Streva Distributing Co. Inc.	New Iberia	LA	12/31/96	1 yr*
Premium Brands, Inc.	Opelousas	LA	12/31/97	1 yr
Venture Distributing	Woburn	MA	12/31/96	1 yr
Atlantic Beverage Company, Inc.	Baltimore	MD	12/31/00	5 yr
Wyant Wholesale	Salisbury	MD	12/31/95	1 yr
Bozick Dist.	Waldorf	MD	12/31/92	1 yr
Maine Distributing	Bangor	ME	12/31/94	1 yr
Solman Distributing	Caribou	ME	12/31/7	1 yr
Federal Distributors Inc.	Lewiston	ME	12/31/94	1 yr
Valley Distributing	Oakland	ME	12/31/94	1 yr
Rohlfing Inc.	Brainerd	MN	12/31/95	1 yr
North Border Wholesale Inc.	Thief River Falls	MN	12/31/95	1 yr
Voss Distributors	Rolla	MO	12/31/98	3 yr
Folsom Distributing Co. Inc.	St. Louis	MO	12/31/98	3 yr
Nehi Bottling Co.	Cleveland	MS	12/31/01	1 yr
Hattiesburg Beverage Co., Inc.	Hattiesburg	MS	12/31/95	1 yr
Mississippi Brokerage	Kosciusko	MS	12/31/01	1 yr*
Magnolia Beverage Co.	Meridian	MS	12/31/95	1 yr
Dr Pepper Bottling of Paragould	Richland	MS	12/31/96	1 yr
Ellzey Beverages, Inc.	Tylertown	MS	12/31/96	1 yr*
City Wholesale	West Point	MS	12/31/96	1 yr*
Crown Beverage Company, Inc.	Missoula	MT	12/31/96	1 yr
Smokey Mountain Distributors	Asheville	NC	12/31/95	1 yr
Blue Ridge Wholesale Wine Co.	Charlotte	NC	12/31/96	1 yr
Sullivan Wholesale	Fayetteville	NC	12/31/93	1 yr

MISTIC LICENSES

<u>Distributor</u>	<u>City</u>	<u>State</u>	<u>Exp. Date</u>	<u>Auto Renewal</u>
Jim Stanton Distributing Co.	Greensboro	NC	12/31/96	1 yr*
Proctor Wholesale Co.	Hickory	NC	12/31/96	1 yr
Long Beverage Co.,	Morrisville	NC	12/31/01	1 yr*
Mutual Distributing Co.	Raleigh	NC	12/31/97	1 yr
Dodd Distributing Company	Rocky Mount	NC	12/31/94	1 yr
Piedmont Dist. Inc.	Salisbury	NC	12/31/98	1 yr
Dr Pepper Botling Co. of W. Jefferson	West Jefferson	NC	12/31/95	1 yr
Wholesale Supply Company	Minot	ND	12/31/95	1 yr
Clarke Distributing	Keene	NH	12/31/95	1 yr
Canada Dry Asbury Park (aka Monmouth Bev)	Neptune	NJ	12/31/00	5 yr
Canada Dry Delaware Valley Bottling Co.	Pennsauken	NJ	12/31/02	5 yr
J.W. Costello Beverage Co.	Las Vegas	NV	12/31/99	1 yr*
New West Distributors	Sparks	NV	12/31/95	1 yr
DiGrazia Wholesale	Wells	NV		
Owasco Beverage	Auburn	NY	12/31/93	1 yr
V.F. Murphy Inc.	Batavia	NY	12/31/00	2 yr
A.L. George Inc.	Binghamton	NY	12/31/95	1 yr
Big Geyser, Inc.	Brooklyn	NY	12/31/00	5 yr
Pepsi-Cola Elmira Bottling Co., Inc.	Elmira	NY	12/31/92	1 yr
Amsterdam Distributors	Gloversville	NY	12/31/95	1 yr
CAL Distributors	Harrison	NY	12/31/95	1 yr
Valley Beer Wholesalers	Herkimer	NY	12/31/94	1 yr
Jamestown Beverage	Jamestown	NY	12/31/01	
Upstate Beverage	Kingston	NY	12/31/95	1 yr
Onondaga Beverage	Liverpool	NY	12/31/99	1 yr
A&M Beverage	Malone	NY	12/31/94	1 yr
McCraith Beverages	New York Mills	NY	12/31/94	1 yr
Hudson Valley Juice	Newburgh	NY	12/31/95	1 yr
Allegany Beverage	Olean	NY	12/31/01	
Eagle Beverage	Oswego	NY	12/31/94	1 yr
A&S Juice	Panona	NY	12/31/95	1 yr
McCadam Distributing	Plattsburgh	NY	12/31/95	1 yr
Wright-Wisner	Rochester	NY	12/31/94	1 yr
Taormina Foods	Staten Island	NY	12/31/93	1 yr
Coca-Cola Bottling Co. of Buffalo Inc.	Tonawanda	NY	12/31/01	4 yr
A.J. Missert Inc.	Watertown	NY	12/31/94	1 yr
Best Distributing, Inc.	Watertown	NY	12/31/97	1 yr
Wilson Wholesale Co.	Lawton	OK	12/31/94	1 yr
All-American Bottling Corporation	Oklahoma City	OK	12/31/06	1 yr

MISTIC LICENSES

Distributor	City	State	Exp. Date	Auto Renewal
Harris Brands Inc.	Tulsa	OK	12/31/95	1 yr
Portland Bottling Company	Portland	OR	12/31/93	1 yr
A Treat Bottling Co.	Allentown	PA	12/31/95	1 yr
Davis Beverage Group	Bethlehem	PA	12/31/99	1 yr
Prontock Beer Distributors, Inc.	DuBuois	PA	12/31/95	1 yr
Canada Dry/Royal Crown Co. (CD Scranton)	Olyphant	PA	12/31/95	1 yr
Alfred M. Lutheran Distributors Inc.	West Mifflin	PA	12/31/00	5 yr
Canada Dry Bottling Co.	Williamsport	PA	12/31/97	1 yr
Ace Distributing	York	PA	12/31/95	1 yr
Ben Arnold - Heritage Beverage Co. of S.C., LP	Columbia	SC	12/31/95	1 yr
Schafer Distributing Co., Inc.	Dillon	SC	12/31/95	1 yr
Central Distributing Co.	Sumter	SC	12/31/94	1 yr
Capital Wine & Beverage Distributing Co.	West Columbia	SC	12/31/98	1 yr
Watertown Wholesale	Watertown	SD	12/31/95	1 yr
Columbia Mid-State	Columbia	TN	12/31/93	1 yr
Dixie Distributing	Jackson	TN	12/31/92	1 yr
Crown Distributing, Inc.	Memphis	TN	12/31/01	2 yr*
Delta Beverage Group	Memphis	TN	12/31/95	1 yr
All-American Bottling Co.	Nashville	TN	12/31/06	1 yr*
Dr Pepper Bottling Co. of Texas	Irving (Dallas)	TX	12/31/06	1 yr*
Maxwell Distributing	Longview	TX	12/31/92	1 yr
O.D. Distributing	Midland	TX	12/31/95	1 yr
Grant-Lydicke Bottling Co.	San Antonio	TX	12/31/06	1 yr*
Temple Bottling Co.,	Temple	TX	12/31/98	2 yr
Golden Distributing Co.	Wichita Falls	TX	12/31/97	1 yr*
Hoston Valley	Abingdon	VA	12/31/98	1 yr
Circle Sales	Blackstone	VA	12/31/98	1 yr
Wendell Distributing	Cape Charles	VA	12/31/95	1 yr
House of Beverages	Danville	VA	12/31/95	1 yr
Broudy Kantor Co., Inc.	Norfolk	VA	12/31/00	5 yr*
Central Coca-Cola Bottling Co., Inc.	Richmond	VA	12/31/96	2 yr
Blue Ridge Beverage Co., Inc.	Salern	VA	12/31/95	1 yr
Dixie Beverage	Winchester	VA	12/31/95	1 yr
Specialty Beverage Corporation	N. Brattleboro	VT	11/21/01	perpetual
Farrell Distributing	S. Burlington	VT	12/31/97	1 yr
Northwest Beverages	Kent	WA	12/31/97	1 yr
Seven-Up Bottling Co./Weinstein Bev.	Spokane	WA	12/31/97	1 yr
Golden Distributing	Vancouver	WA	12/31/99	1 yr
Bur Wholesale Company, Inc.	Green Bay	WI	12/31/94	1 yr

MISTIC LICENSES

<u>Distributor</u>	<u>City</u>	<u>State</u>	<u>Exp. Date</u>	<u>Auto Renewal</u>
Trausch Distributing	Highland	WI	12/31/95	1yr
Time for One Dist., Inc.	Janesville	WI	12/31/95	1yr
Triangle Wholesale Co.	Kenosha	WI	12/31/94	1yr
La Crosse Distributing Co., Inc.	La Crosse	WI	12/31/94	1yr
Central Beer Distributors	Schofield	WI	12/31/95	1 yr
Wisconsin Wet Goods Co., Inc.	Watertown	WI	12/31/95	1 yr
WOW Distributing Company, Inc.	Waukesha	WI	12/31/95	1 yr
Mountain Eagle Distributing	Beaver	WV	12/31/94	1 yr
Skyline Beverage	Beckley	WV	12/31/97	1 yr
All American Btlg. Corp.	Charleston	WV	12/31/09	1 yr
Wine & Beverage Merchants of WV	Weirton	WV	12/31/96	1 yr

SNAPPLE
AND/OR MISTIC LICENSES

Company	Address	City	State	Zip	License	Product
Carteret Packaging	1200 Milk Street	Carteret	NJ	07008	Mistic	Co-Packer
Bodegas	PO Box 1654	Canovanas	Puerto Rico	00729-1654	Mistic	Co-Packer
Just Packaging	450 Oaktree Avenue	South Plainfield	NJ	07080	Mistic	Re-Packer
Pri Pak	2000 Schenley Place	Lawrenceburg	IN	47025	Mistic	Co-Packer
Beverage Concepts	4022 West Pine Street	St. Louis	MO	63108	Mistic	Co-Packer
National Fruit Products	550 Fairmont Avenue	Winchester	VA	22601	Snapple/Mistic	Co-Packer
Madison Warehouse	7330 Carbide Road	Baltimore	MD	21226	Mistic/Snapple	Co-Packer
Whitlock Packaging	1701 South Lee	Fl. Gibson	OK	74434	Snapple/Mistic	Co-Packer
Beverage Capital	2209 Sulphur Spring Road	Baltimore	MD	21227	Snapple/Mistic	Co-Packer
Elite Beverages	100 Silas Deane Highway	Wethersfield	CT	06109	Snapple/Mistic	Co-Packer
Southeast Atlantic Corp.	7662 Phillips Highway	Jacksonville	FL	32216	Snapple/Mistic	Co-Packer

Brooks Pro Pak	American Bottling Company	545 East 32nd Street	Holland	MI	49423	Snapple/Mistic	Co-Packer
Arnold Logistics	335 Heinz Street		Mechanicsburg	PA	17055	Snapple	Co-Packer
Juice Bowl	PO Box 1048		Lakeland	FL	33802-1048	Snapple	Co-Packer
Seven-Up/RC Bottling Company	Road 177	Industrial Park Manillas 105	Bayamon	Puerto Rico	00960	Snapple	Co-Packer
Sunsweet Growers	Fleetwood	Bultonwood Street	Fleetwood	PA	19522	Snapple	Co-Packer
Select Beverages	American Bottling Company	401 North Railroad Avenue	Northlake	IL	60164	Snapple	Co-Packer
PikNik	3606 Day Street		Montgomery	AL	36108	Snapple	Co-Packer
Ameripee, Inc.	6965 Aragon Circle		Buena Park	CA	90620	Snapple	Co-Packer
Corporate Packaging Drive	13950 Cerritos Corp.		Cerritos	CA	90703	Snapple	Co-Packer

Seven-Up Buena Park	7225 Orangethorpe Avenue	Buena Park	CA	900621	Mistic	Co-Packer
Power Packaging	409 South 104th Avenue	Tolleson	AZ	85353	Snapple	Co-Packer
Giumarra Vineyards	11220 Edison Highway	Edison	CA	93220	Snapple	Co-Packer
L&A Juice	16195 Stephen's Street Langer Juice Company, Inc.	City of Industry	CA	91745	Snapple	Co-Packer
Sunsweet Yuba	901 North Walton Avenue	Yuba City	CA	95993	Snapple	Co-Packer
Tree Top	205 South Railroad Avenue	Selah	WA	98942-0240	Snapple	Co-Packer
Pokka Beverages	1201 Commerce Boulevard	American Canyon	CA	94589	Snapple/Mistic	Co-Packer

MISTIC LICENSES

Country/Territory	Mark	Licensor	Licensee	Effective Date	Expiration Date
U.S.	Fruit Blast, Fruit Blaster	Power Packaging, Inc.	Mistic Brands, Inc.	3/1/98	2/29/2000, automatic 1 year renewals unless terminated
U.S.	ENDURA LABEL trademark and wrapshrink label technology, patent nos. 4,704,173; 4,844,957; 4,977,022; 5,240,529; 5,403,635	B&H Manufacturing Company, Inc.	Snapple Beverage Corp., Mistic Brands, Inc.	2/ /99	Until last patent expires