FORM PTO-1594

08-30-1999

U.S. DEPARTMENT OF COMMERCE

1-31-92		Patent & Trademark Office
To the Hor. 1011.		arks: thereof
1. Name of conveying party(ies):	2. Name and address	s of receiving party(ies):
Big Red, Inc. [] Individual(s)	City: <u>Waco</u> [] Individual(s) c	720 Jewe Dr. State: 77 zip: 71,0712
Additional name(s) of conveying party(ies) attached? [] Yes [No	[] Association [] General Partnership Limited Partnership [] Corporation-State [] Other	rship rship ate
3. Nature of conveyance Assignment [] Merger [] Security Agreement [] Change of Name [] Other	If assignee is not a domestic represen	domiciled intative desi U.S. Patent & TMOfc/TM Mall Ropt [] No
Execution Date 7/10/99	Assignment)	& address(es) attached?
4. Application number(s) or registration number(s):A. Trademark Application No.(s)	B. Trademark F 691,351	Registration No.(s)
Additional numbers att	ached?[]Yes [/	No
5. Name and address of party to whom correspon- dence concerning document should be mailed:		applications and registrations
David G. Henry Naman, Howell, Smith & Lee, P.C. 900 Washington Avenue P. O. Box 1470 Waco, TX 76703-1470	[] Enclosed [] Authorized to b 8. Deposit account	-0894te copy of this page if paying
DO NOT USE	E THIS SPACE	40E
9. Statement and Signature To the best of my knowledge and belief, the forest attached copy is a true copy of the original doc Name of Person Signing Signature OMB No. 0951-0011 (exp. 4/94)	ment.	true and correct and any S / S / S / S

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARK: Big Red (stylized)

REGIS. NO.: 691,351

INT. CLASS NO.: 45

ASSIGNMENT OF REGISTERED TRADEMARK

WHEREAS, Big Red, Inc. ("Assignor"), is the owner of the following trademark now registered in the United States Patent and Trademark Office:

Trademark: Big Red (stylized)

Registration No.: 691,351

Date of Regis.: January 12, 1960

08-19-1999
U.S. Patent & TMOto/TM Mail Ropt Dt. #64

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, Assignor hereby assigns to North American Beverages, Ltd. ("Assignee") all right, title and interest in the United States in and to said trademark and said registration therefor, together with the goodwill of the business symbolized by said trademark and the registration thereof, all causes of action, known or unknown, pertaining thereto, and all rights and interests in marks, if any, which are owned by Assignor and are colorable imitations of, or otherwise confusingly similar to the mark expressly hereby assigned.

Assignor covenants that it is the sole owner of all conveyed rights and interests and has full right to make this assignment. Assignor agrees that it will communicate to Assignee or its representatives any material facts known to Assignor respecting said trademark rights. Assignor agrees to cooperate with Assignee or its successors or assigns in any legal proceeding pertaining to the assigned rights and interests, and, upon reasonable request, to cause

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knowledgeable representatives to be available to Assignee's then counsel for testifying or otherwise providing information in connection with such proceedings. Assignor agrees to sign all lawful papers, make all rightful oaths, and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to perpetuate and enforce trademark protection for the said trademark.

SIGNED this _______, day of ________, 1999.
BIG RED, INC.

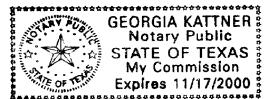
Printed Name: Donal S. Sharp

Title: President/CEO

STATE OF TEXAS

COUNTY OF McLENNAN

On this day of _______, 1999, personally appeared Donal S. Sharp to me known and known to me to be President/CEO of the assignor above named, and acknowledged that he executed the foregoing Assignment pursuant to authority duly received.



Notary Public in and for the

State of Texas

My commission expires:

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