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FORM PTO-1594 1-31-92	F	08-30-1999	U.S. DEPARTMENT OF COMMERCE Patent & Trademark Office
To the Please return		101130664	Remarks: copy thereof
1. Name of conveying party(ies):  <b>Big Red, Inc.</b> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies):  <b>Name: North American Beverages, Ltd.</b> Internal Address: Street Address: <u>420 Jewel Dr.</u> City: <u>WACO</u> State: <u>TX</u> Zip: <u>76712</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____  <b>08-19-1999</b> If assignee is not domiciled in the U.S. Patent & TMO/TM Mail Rcpt Dt. #64 <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment)  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date <u>7/10/99</u>			
4. Application number(s) or registration number(s):  A. Trademark Application No. (s) _____ B. Trademark Registration No. (s) <u>1,628,539</u>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed:  <b>David G. Henry</b> <b>Naman, Howell, Smith &amp; Lee, P.C.</b> <b>900 Washington Avenue</b> <b>P. O. Box 1470</b> <b>Waco, TX 76703-1470</b>		6. Total number of applications and registrations involved . . . . . [ <u>1</u> ]  7. Total fee (37 CFR 3.41) . . \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>50-0894</u> (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.  <u>David G. Henry</u> <u>[Signature]</u> <u>8/19/99</u> Name of Person Signing      Signature      Date Total number of pages comprising cover sheet [ <u>4</u> ]			
OMB No. 0951-0011 (exp. 4/94)			

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MARK: Big Red  
REGIS. NO.: 1,628,539  
INT. CLASS NO.: 032

**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  
Registration No.: 1,628,539  
Date of Regis.: December 18, 1990



08-19-1999  
U.S. Patent & TMOtc/TM Mail Rcpt 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

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 10<sup>th</sup> day of July, 1999.

BIG RED, INC.

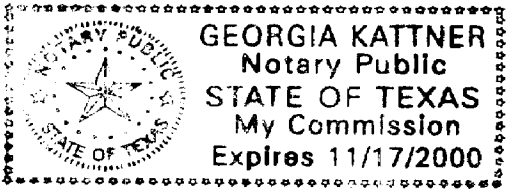
By: 

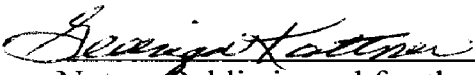
Printed Name: Donal S. Sharp

Title: President/CEO

STATE OF TEXAS           §  
   §  
COUNTY OF McLENNAN §

On this 10<sup>th</sup> day of July, 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: \_\_\_\_\_