

09-27-1999

TRADEMARK



101155834

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Handwritten:
A/22
9/22/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Effective Date
Month Day Year
08 30 1999

Change of Name

Other _____

Conveying Party Mark if additional names of conveying parties attached

Name **North American Beverages, Ltd.** Execution Date
Month Day Year **08 30 1999**

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Texas**

Receiving Party Mark if additional names of conveying parties attached

Name **Compass Bank**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **P.O. Box 2299**

Address (line 2) _____

Address (line 3) **Waco** **Texas** **76703-9987**
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Alabama**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/24/1999 MTHA11 00000240 0164168

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 DP

burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001965 FRAME: 0679

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

0,164,168

1,628,540

2,171,324

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

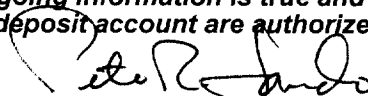
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Peter R. Lando



9-21-99

Name of Person Signing

Signature

Date Signed

GRANT OF SECURITY INTEREST IN COPYRIGHTS,
TRADEMARKS AND SERVICE MARKS

THIS GRANT OF SECURITY INTEREST IN OF PATENTS, COPYRIGHTS, TRADEMARKS AND SERVICE MARKS ("Grant") is made as of the 30th day of August, 1999, by North American Beverages, Ltd., a Texas limited partnership whose address is 720 Jewel Drive, Waco, Texas 76712 (the "Grantor") in favor of COMPASS BANK (the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantee is the beneficiary of that certain Security Agreement (Intellectual Property) dated as of August 30, 1999, executed by Grantor (the "Security Agreement"); and

WHEREAS, it is a condition of the Security Agreement that Grantor execute and deliver to Grantee this Grant;

NOW THEREFORE, Grantor hereby agrees as follows:

1. Grant of Copyrights, Trademarks and Service Marks. Grantor hereby grants and conveys to the Grantee, as collateral security for the Indebtedness (as defined in the Security Agreement) and upon the terms and conditions set forth in the Security Agreement, a security interest in the copyrights, trademarks and service marks including without limitation the patent, copyright and trademark registrations and applications listed in Schedule A hereto, and the goodwill of the businesses associated with and symbolized by the U.S. applications and registrations thereof listed on Schedule A.

2. Representations and Warranties. Grantor represents and warrants that it has the full right and power to make the grant of security interest of the copyrights, trademarks and service marks made hereby and that it has made no previous grant, transfer, or agreement in conflict herewith or constituting a present or future grant of or encumbrance on any of the copyrights, trademarks or service marks except the Security Agreement.

3. Modification. This Grant cannot be altered, amended or modified in any way, except by a writing signed by the Grantor and the Grantee.

4. Termination. This security interest shall terminate upon the payment and performance of all obligations secured by said Indebtedness and Security Agreement and Grantee shall promptly thereafter execute a release of its security interests in said patent, copyright and trademark registrations listed on Schedule A.

5. Binding Effect; Governing Law. This Grant shall be binding upon Grantor and its respective successors and permitted grants, and shall inure to the benefit of the Grantee and its successors and grants. This Grant shall, except to the extent that the laws of another state apply to the copyrights, trademarks and service marks, or any part thereof, be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. By receiving this Grant, Grantee is entitled to receive all of the benefits and none of the

obligations and liabilities which may arise from the copyrights, trademarks or service marks subject to the terms of the Security Agreement.

IN WITNESS WHEREOF, this Grant has been executed as of the day and year first written above.

NORTH AMERICAN BEVERAGES, LTD.

By: Big Red, Inc., its general partner

By: *Donal S. Sharp*
Donal S. Sharp
President

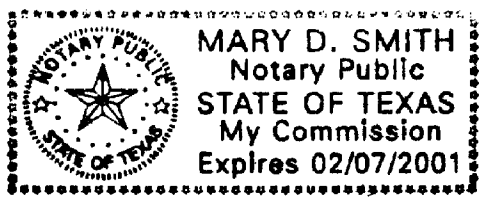
STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

This instrument was ACKNOWLEDGED before me on August 30, 1999, by Donal S. Sharp, the President of Big Red, Inc., the General Partner of NORTH AMERICAN BEVERAGES, LTD., a limited partnership, on behalf of said partnership.

[SEAL]

My Commission Expires:
2-11-2001

Mary D. Smith
Notary Public
Mary D. Smith
Printed Name of Notary Public



SCHEDULE A
to Annex A to Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
NUGRAPE (and design)	U.S. 164,168	02/13/23
NESBITT'S	U.S. 2,171,324	07/07/98
BIG RED	U.S. 1,628,540	12/18/90