

12-21-1999



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12.6.99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

RECEIVED
1999 DEC -6
12:15
OPR/FINANCE

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
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11161999

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

12/20/1999 DWGUYEN 00000011 7592946

01 FC:481 40.00 OP
02 FC:482 125.00 OP

Public 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: 002001 FRAME: 0988

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.

#

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" value="7592946"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1510360"/> | <input type="text" value="2183177"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1551198"/> | <input type="text" value="2064154"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1959704"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

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.

Andy P. Berger, Esquire

Name of Person Signing

Signature

1 Dec 99

Date Signed

TERMINATION OF SECURITY INTEREST AND
ASSIGNMENT OF TRADEMARKS

TERMINATION OF SECURITY INTEREST AND ASSIGNMENT OF TRADEMARKS ("Assignment") made as of the 16th day of November, 1999, by MELLON BANK, N.A., a national banking association (the "Assignor"), to PREMIUM BEVERAGE PACKERS, INC., a Pennsylvania corporation (the "Assignee").

BACKGROUND

A. Assignee is the owner of certain registered trademarks and trademark applications as reflected on the records of the United States Patent and Trademark Office and the Trademark Office of the State of New York, all as more fully described on Exhibit "A" attached hereto (the "Trademarks").

B. Assignee, as security for the repayment of certain indebtedness to Assignor, granted Assignor a lien on, and security interest in the Trademarks pursuant to a Collateral Assignment of Patents, Trademarks, Licenses and Copyrights dated as of April 6, 1998 (the "Collateral Assignment").

C. Assignee has repaid all indebtedness owed to the Assignor in full, and Assignor is hereby (i) terminating the Collateral Assignment and (ii) releasing all of its right, title and interest in and to the Trademarks granted pursuant to the Original Assignment and is assigning all such right, title and interest in and to the Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Assignment as if set forth in their entirety in this Section 1.
2. Termination. Assignor and Assignee hereby agree that the Collateral Assignment, and all rights, duties and obligations of the Assignor and Assignee thereunder, is hereby terminated, effective as of the date hereof.
3. Assignment. Assignor hereby assigns, transfers, conveys and releases and sets over unto the Assignee, without recourse, Assignor's entire right, title and interest in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby.
4. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of all out-of-pocket expenses in connection with clause (b) below), Assignor shall promptly take such actions and execute and deliver such documents and instruments as the Assignee or its counsel may reasonably request in order to (a) perfect and record Assignee's ownership rights in the Trademarks or (b) prosecute any infringements thereof.

5. Counterparts. This Assignment may be signed in two or more counterparts, each of which will be deemed to be an original of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

6. Successors, etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of the Assignee and Assignor and their respective successors and assigns and shall be binding upon the same.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered as of the day and year first above written.

MELLON BANK, N.A.

By: 

Name: GREEN E. DIM
Title: FIRST VICE GREEN

Attest: 

Name: J. Douglas Wallace
Title: Vice President

PREMIUM BEVERAGE PACKERS, INC.

By: 

Jeffrey D. Hettinger, President

Attest: 

Charles W. Linck, Secretary

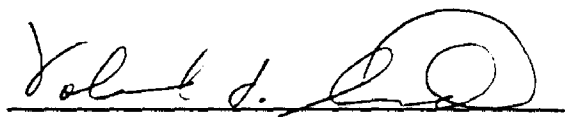
COMMONWEALTH OF PENNSYLVANIA

:
: SS.
:

COUNTY OF PHILADELPHIA

On this 16th day of November, 1999, before me, a notary public, the undersigned officer, personally appeared Green E. Dim, who acknowledged himself to be the First Vice President of Mellon Bank, N.A., a national banking association, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have herunto set my hand and official seal.



Notary Public

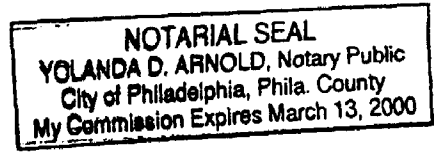


EXHIBIT "A"

FEDERAL REGISTERED TRADEMARKS

| <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|------------------|-------------------------|--------------------------|
| Top Pop | 1510360 | October 25, 1988 |
| Sunny-Isle | 1551198 | August 8, 1989 |
| Clear Choice | 1959704 | March 5, 1996 |
| Top Tea | 2183177 | August 25, 1998 |
| American Classic | 2064154 | May 20, 1997 |

FEDERAL APPLICATIONS FOR REGISTRATION OF TRADEMARKS

| <u>TRADEMARK</u> | <u>SERIAL NUMBER</u> | <u>FILING DATE</u> |
|------------------|----------------------|--------------------|
| Old Dutch | 75-492946 | May 29, 1998 |

NEW YORK REGISTERED TRADEMARKS

| <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|--|-------------------------|--------------------------|
| C/C Since 1901 City Club Beverages | R27,192 | February 17, 1993 |
| C/C Since 1901 City Club – True Fruit Beverages | R27,192 | February 17, 1993 |