

MLO RECC
2.18.00PR

03-20-2000



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On the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MARBO, INC.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (IL)

Other _____

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

2. Name and address of receiving party(ies):

Name: Lehman Commercial Paper, Inc., as Agent

Internal Address: _____

Street Address: 3 World Financial Center

City: New York State: NY ZIP: 10285

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: November 19, 1999

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State New York

Other _____

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

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

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

A. Trademark Application No.(s) See Attached Appendix

B. Trademark Registration No.(s) See Attached Appendix

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

03/20/2000 ISN00077 00000105 1602666

01 FC:481 40.00 OP

02 FC:482 275.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$315.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached 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.

Kristopher E. Ahrend, Esq. [Signature] 2/18/00

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

Appendix

Trademark

**Trademark
Registration No.**

TAMPICO Word (cl 32)	1,602,666
TAMPICO Word (cl 32, carbonated)	1,994,123
TAMPICO Word (cl 30, frozen confections)	2,025,217
TAMPICO Word (cl 30, flavored ice)	1,921,088
TAMPICO Citrus Punch + Device (cl 32)	1,626,204
TAMPICO + Device (cl 32 carbonated beverages)	1,994,132
TAMPICO + Device (cl 30 flavored ice)	1,951,753
TAMPICO + Device (cl 30 frozen confections)	1,962,382
TARUMBA (cl 32)	2,066,667
PUNCH UP (cl 30)	1,967,342

Trademark

**Trademark
Application Nos.**

ORLANDO SUN (cl 32)	74/256,634
“Make Your Home a Tampico Home” (word) (cl 32)	75/776,680

TRADEMARK COLLATERAL SECURITY AGREEMENT

WHEREAS, Marbo, Inc., and Marbo Colombia, Inc., obligors under a Guarantee and Collateral Agreement, or its predecessors-in-interest (collectively, "Obligor") has adopted, intends to use, or has used and is using the trademarks and service marks listed on the annexed Appendix, which trademarks and service marks are registered in the United States Patent and Trademark Office and/or trademark offices or the equivalent thereof, or applications therefor have been filed (the "Trademarks");

WHEREAS, Obligor is obligated to Lehman Commercial Paper, Inc., as agent (referred to herein as the "Holder") for the lenders (the "Lenders") named in the Credit Agreement, dated as of November 18, 1999, among Marbo, Inc., the Lenders, various parties, and the Holder, as agent (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), and Obligor has entered into a Guarantee and Collateral Agreement dated as of November 18, 1999 (the "Security Agreement") in favor of Holder; and

WHEREAS, pursuant to the Security Agreement, Obligor has granted to Holder a security interest in, and mortgage on, all right, title and interest of Obligor in and to the Trademarks, as defined in the Security Agreement, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, the business or portion thereof to which each of the Trademarks and the applications and registrations thereof pertains, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligor's Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Obligor does hereby further grant to Holder a security interest in, and mortgage on, the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations, including without limitation a grant to the Holder of the right to inspect the premises, goods, or services relating to each of the Trademarks.

Obligor does hereby further acknowledge and affirm that the rights and remedies of Holder with respect to the security interest in and mortgage on the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Holder's address is 3 World Financial Center, New York, New York 10285.

Marbo Colombia, Inc.,

An Obligor

By:

[Handwritten Signature]
 Name: Deborah Helen Manojas
 Title: President

STATE OF)

) ss.:

COUNTY OF)

On this 19 day of November, before me personally appeared Deborah Helen Manojas to me known, who, being by me duly sworn, did depose and say that he resides at _____ and that he is President, of Marbo Colombia, Inc., an obligor under a Guarantee and Collateral Agreement, described in and which executed the foregoing instrument and that he signed his name thereto pursuant to such authority.

[Handwritten Signature]

 Notary Public

KARA KESSLER
 Notary Public, State of New York
 No. 24-01KE4908630
 Qualified in Kings County
 Commission Expires February 16, 2011

308152

Appendix

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