

05-01-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Name

Execution Date
Month Day Year

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
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

04/28/2000 JSHABAZZ 00000208 1910349

01 FC:481 40.00 OP
02 FC:482 150.00 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

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)

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.

Steven H. Newman

Steven Newman

4/5/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

Other

Citizenship/State of Incorporation/Organization

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 the Assignment)

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)

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Registration Number(s)

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Brooklyn Bottling of Milton, New York, Inc., a New York corporation ("**Milton**") and Reggae Imports Ltd., a New York corporation ("**Reggae**", and together with Milton collectively referred to herein as the "**Grantors**") have entered into a Revolving Credit and Term Loan Agreement dated as of the date hereof (as the same may from time to time hereafter be amended, extended, supplemented, restated, joined in, or otherwise modified or replaced, the "**Credit Agreement**"; capitalized terms used herein, and not otherwise defined herein, are used with the meanings ascribed to them in the Credit Agreement) among, the Grantors, each of the other Obligors, the Banks and The Chase Manhattan Bank, for itself and as agent for the Banks (in both such capacities for purposes of this Agreement, the "**Agent**"); and

WHEREAS, the Grantors own the Trademark Collateral (as defined below); and

WHEREAS, each Grantor, each of the other Obligors, and the Agent have entered into a Security Agreement dated as of the date hereof (the "**Security Agreement**"), pursuant to which, each Grantor and each of the other Obligors granted, assigned and pledged to the Agent, for the benefit of the Banks and Chase (for itself), a continuing first priority security interest in and to all their right, title and interest in the Collateral (as defined in the Security Agreement), including, but not limited to, all of each Grantor's rights, title and interest in and to the Trademark Collateral (defined below) to secure all of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, each Grantor does hereby reaffirm the grant to the Agent, to secure the Obligations (as defined in the Security Agreement), of the continuing security interest (granted pursuant to the Security Agreement) in all of each Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Credit Agreement) registration or application therefor referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of any revenues from any claim by either or both of the Grantors against third parties for past, present or future unfair competition, or violation of intellectual property rights in connection with any injury, or infringement or dilution of, any Trademark owned by either Grantor, including, without limitation, injury, infringement or dilution of any Trademark referred to in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints the Agent, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in the Agent's discretion, upon the occurrence and during the continuation of an Event of Default, to take with respect to the Trademark Collateral any and all action which either Grantor is permitted to take by law or under the Security Agreement with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral, except for licenses made in the ordinary course of business.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Agent, for the benefit of the Banks and Chase (for itself), pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the case of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions which shall enlarge or enhance the rights and remedies of the Agent and/or the interest of the Agent in the Trademark Collateral, or which shall afford the Agent greater financial security through the Trademark Collateral, shall control. No inference of any kind shall be drawn from any redundancy (or the lack of any redundancy) in any reference in this Agreement to the Agent, "the Agent, for the benefit of the Banks and Chase (for itself)" or words to similar effect.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunder duly authorized as of the 31 day of March, 2000.

**BROOKLYN BOTTLING OF MILTON,
NEW YORK, INC.**

By: E. M. K.
Title: PM

REGGAE IMPORTS LTD..

By: E. M. K.
Title: PM

Acknowledged:

**THE CHASE MANHATTAN BANK,
as Agent**

By: M. J. Mulvey
Title: Vice President

STATE OF NEW YORK)

)ss.:

COUNTY OF NEW YORK)

I, Jill Quraishi, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Eric Miller, President of Brooklyn Bottling of Milton, New York, Inc., personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Brooklyn Bottling of Milton, New York, Inc., pursuant to due authority of said corporation's board of directors.

GIVEN under my hand and Notarial Seal this 30 day of March, 2000.

[Seal]

Jill G. Quraishi
Signature of Notary Public
My Commission expires _____

JILL G. QURAISHI
Notary Public, State of New York
No. 41-4809381
Qualified in Queens County
Commission Expires July 31, 2000

STATE OF New York)

)ss.:

COUNTY OF New York)

I, Jill Quraishi, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Eric Miller, President of Reggae Imports Ltd., (the "Company"), personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Reggae Imports Ltd., pursuant to due authority of said corporation's board of directors.

GIVEN under my hand and Notarial Seal this 30 day of March, 2000.

[Seal]

Jill G. Quraishi
Signature of Notary Public
My Commission expires _____

JILL G. QURAISHI
Notary Public, State of New York
No. 41-4809381
Qualified in Queens County
Commission Expires July 31, 2000

TRADEMARK REGISTRATIONS

TRADEMARK	OWNED BY	REGISTRATION NO.	COUNTRY	REGISTRATION DATE
NATURES OWN	Brooklyn Bottling of Milton, New York, Inc.	1,910,349	USA	8/18/95
APPLE DANDY	Brooklyn Bottling of Milton, New York, Inc.	2,195,989	USA	10/13/98
TROPICAL FANTASY	Reggae Imports Ltd.	1,851,645	USA	8/30/94
SQUEEZER	Reggae Imports Ltd.	1,997,599	USA	8/27/96
BEST HEALTH	Reggae Imports Ltd.	1,602,667	USA	6/19/90
Z SPORT	Reggae Imports Ltd	2,079,695	USA	7/15/97
ICE BREEZ	Reggae Imports Ltd.	1,992,500	USA	8/13/96