

4-18-00

RECORDATION FO
TRADEMA

05-09-2000



MENT OF COMMERCE
ademark Office

To the Honorable Commissioner of Patents and Trademarks:

101350794

or copy thereof.

1. Name of conveying party(ies): **APR 13 AM 9:19**
Beverage Management, Inc.
OPR/FINANCE

Individuals Association
 General Partnership Limited Partnership
 Corporation-State - Michigan
 Other

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

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

Name: Chase Bank of Texas, N.A.
Internal Address: _____
Street Address: 712 Main Street
City: Houston State: Texas ZIP: 77002

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - Collateral Agent _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: October 7, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)
Please see attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Jaenicke, Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: **11**

7. Total fee (37 CFR 3.41): \$ 290.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency


8. Deposit account number: _____
(23-1705 in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

05/09/2000 DCDATES 00000100 675316

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01 FC:481 40.00 OP
02 FC:482 250.00 OP

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.

Brian T. Jaenicke  4/8/99
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: **1**

OMB No 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>
50-50 (AND DESIGN)	United States	675316
BOSTON BAY	United States	2048871
CHERIKEE RED	United States	895136
COTTON CLUB (STYLIZED)	United States	311830
COTTON CLUB QUI-9	United States	620587
DANISH CREME	United States	1578003
FIFTY FIFTY (AND DESIGN)	United States	519230
HILL BILLY JOOSE	Ohio	5044
HILL BILLY JOOSE	United States	985693
LESS SWEET MEANS LESS CALORIES	Ohio	TM 6059
LESS SWEET MEANS LESS CALORIES	United States	976905
MAXX 20	Ohio	TK 13933
MISCELLANEOUS ORCHESTRA DESIGN	United States	616934
RAINBOW (AND DESIGN)	Ohio	TM 10293
TROPICAL DELITE	United States	952173

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Beverage Management, Inc., a Michigan corporation (the "Assignor") with principal offices at 2304 Century Center Boulevard, Irving, Texas 75062, hereby assigns and grants to Chase Bank of Texas, N.A., as Collateral Agent, with principal offices at 712 Main Street, Houston, Texas 77002 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of October 7, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.


This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 7th day of October, 1999.

BEVERAGE MANAGEMENT, INC.,
Assignor

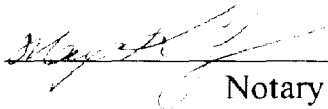
By 
Name:
Title: **Vice President**

CHASE BANK OF TEXAS, N.A.
as Collateral Agent, Assignee

By 
Name:
Title: **Vice President**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 7th day of October, 1999 , before me personally came Glenn A. Youngkin who, being by me duly sworn, did state as follows: that he is Vice President of ABC Beverage Management, Inc., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

MAY KAREN YIP
Notary Public, State of New York
No. 01Y16009063
Qualified in New York County
Commission Expires June 22, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 7th day of October, 1999, before me personally came Kara Nordstrom who, being by me duly sworn, did state as follows: that she is Vice President of Chase Bank of Texas, N.A. that she is authorized to execute the foregoing Assignment of Security Interest on behalf of said company and that she did so by authority of the Board of Directors of said company.



Notary Public

MAY KADEN YIP
Notary Public, State of New York
No. 01Y16009063
Qualified in New York County
Commission Expires June 22, 2000