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Form PTO-1594
1-31-92

4-18-00



DEPT. OF COMMERCE
Patent Office

To the Honorable

101418223

101350793

thereof.

1. Name of conveying party
ABC Beverage Corp.

OPR/FINANCE

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

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

Name: **Chase Bank of Texas, N.A.**

Internal Address: _____

Street Address: **712 Main Street**

City: **Houston** State: **Texas** ZIP: **77002**

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: **October 7, 1999**

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

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: **26**

7. Total fee (37 CFR 3.41): \$ **665.00**
 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 BCDATES 00000101 1473317

DO NOT USE THIS SPACE

01 FC:401 40.00 OP
02 FC:402 625.00 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
 Name of Person Signing

Brian T. Jaenicke
 Signature

4/18/2000
 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 (CINCUENTA CINCUENTA)	Argentina	1473317
50/50	Illinois	31836
50/50 (STYLIZED)	Cost Rica	90.938
50/50 (STYLIZED)	Mexico	409704
50/50 (STYLIZED)	Peru	3837
ALLIGATOR DESIGN	United States	1890901
BEVERAGE AMERICA, INC.	United States	2173275
BEVERAGE AMERICA INC. (AND DESIGN)	United States	2124663
AQUA CLEAR	United States	2024241
CANFIELD'S	Argentina	1471310
CANFIELD'S	Benelux	475195
CANFIELD'S	Canada	322701
CANFIELD'S	Colombia	153000
CANFIELD'S	Costa Rica	82288
CANFIELD'S	Israel	T/83619
CANFIELD'S	Japan	2217270
CANFIELD'S	Peru	1259
CANFIELD'S	United States	976004
CANFIELD'S (AND DESIGN)	United States	1343117

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>
CANFIELD'S (AND DESIGN)	United States	740273
CHERRY-OLA	United States	828265
CHICAGO COW	United States	1840061
CHOCOLATE FUDGE	Canada	32115
COUNTRY MIST (STYLIZED)	United States	1742469
DANCING CARBONATION	Illinois	30992
DANCING CARBONATION	Wisconsin	18240
FIFTY-FIFTY	Illinois	31090
GRAF'S	United States	406221
GRAF'S	United States	900859
GRAF'S 50/50	Missouri	9131
GRAF'S DIET 50/50	Missouri	9130
GRAN'PA GRAF'S	United States	1056693
HAWAIIAN PINEAPPLE	United States	1375303
HEE HAW (STYLIZED)	United States	1775407
HONEE ORANGE	Illinois	48079
HONEE ORANGE	Indiana	5009-2140
HONEE ORANGE	Wisconsin	18242
JUICYFULL	United States	1411874
MICKY MELON	United States	1337051
NO-CAF	United States	1221126
SELECT BEVERAGES, INC.	United States	2029357

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>
SPRING MIST	United States	1796051
STRAWBERRY SUPREME	United States	950437
SWISS CREME (AND DESIGN)	United States	853301
SYMBOL OF EXCELLENCE (AND DESIGN)	United States	938156
UP-TOWN	United States	1510359
UP-TOWN	Benelux	475196
WATERTOWER	United States	1566268
WILDWOOD	United States	992083

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

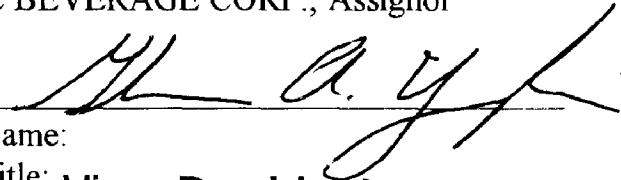
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ABC Beverage Corp., a Michigan corporation (the "Assignor") with principal offices at 2304 Century Center Boulevard, Irving, Texas 75062, hereby assigns and grants to Chase Bank of Texas, N.A., as Collateral 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.

ABC BEVERAGE CORP., Assignor

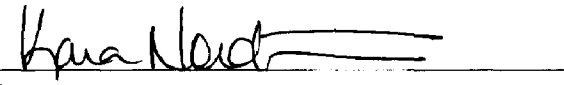
By 

Name:

Title: **Vice President**

CHASE BANK OF TEXAS, N.A.

as Collateral Agent, Assignee

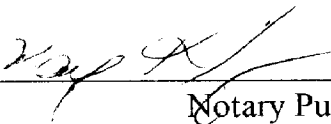
By 

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.

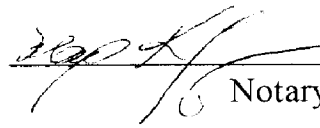


Notary Public

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