

08-14-2000

Docket No.:



101430537

Tab settings

To the Honorable Commissioner of Patents and Trademark, original documents or copy thereof.

1. Name of conveying party(ies):

Saratoga Beverage Group, Inc.
1000 American Superior Boulevard
Winterhaven, Florida 33884

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **June 21, 2000**

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

Name: **Bank of America, N.A.**
Internal Address: **Independence Center, 15th Floor,**
Street Address: **NC-001-15-04, 101 North Tryon Street**
City: **Charlotte** State: **NC** ZIP: **28255**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 numbers(s):

A. Trademark Application No.(s)

Schedule B
(Attached)

B. Trademark Registration No.(s)

Schedule B
(Attached)

Additional numbers attached? Yes No

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

Name: **Pamela C. Gavin**
Internal Address: **McGuire, Woods, Battle & Boothe LLP**

Street Address: **One James Center, 901 East Cary Street**

City: **Richmond** State: **VA** ZIP: **23219-4030**

6. Total number of applications and registrations involved:.....

14

7. Total fee (37 CFR 3.41):.....\$ **\$365.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0437

DO NOT USE THIS SPACE

08/14/2000 NTHA11 00000087 2233022

01 FC:481 40.00
92 SC:482 325.00

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.

Pamela C. Gavin

Name of Person Signing

Signature

July 5, 2000

Date

Total number of pages including cover sheet, attachments, and document:

5

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
2,233,022	USA		EVERYTHING ELSE IS JUST WATER
2,129,959	USA		SARATOGA SPRINGS WATER
2,131,922	USA		SARATOGA SPLASH
1,932,783	USA		Toga! TOTALLY NATURAL
2,022,888	USA		MAN (Design)

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
75/613,331	USA		AQUASSENTIAL
75/565,072	USA		FROOJA
75/676,862	USA		FRUITS WITH ROOTS
75/253,003	USA		JANGO'S
75/669,883	USA		SARATOGA SMOOTHIES
75/662,774	USA		SARATOGA SODA
75/662,463	USA		SARATOGA CLASSICS
75/866,396	USA		ULTIMATE (words)
75/867,025	USA		ULTIMATE GOURMET

TRADEMARK LICENSES

<u>Grantor</u>	<u>Serial or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
		None		

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Saratoga Beverage Group, Inc., a Delaware corporation, (the "Assignor"), having its chief executive office at 1000 American Superior Blvd., Winterhaven, Florida 33884, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, (the "Assignee"), with offices at Independence Center, 15th Floor, NC-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, a security interest in all of the Assignor'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 "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Amended and Restated Security Agreement among the Assignor, the Assignee and certain other parties dated as of June 21, 2000, as amended, supplemented or modified from time to time (the "Security Agreement").

THIS ASSIGNMENT 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 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 as of the 21st day of June, 2000.

SARATOGA BEVERAGE GROUP, INC., as Assignor

By: Robin Brewer
Name: Robin Brewer
Title: CEO

BANK OF AMERICA, N.A., as Collateral Agent, as Assignee

By: [Signature]
Name:
Title:

STATE OF New York
County OF New York

The foregoing instrument was acknowledged before me this 21st day of June, 2000 by Robin Brewer as CEO of Saratoga Beverage Group, Inc., a Delaware corporation, on behalf of Saratoga Beverage Group, Inc.

My commission expires:

Notarial Seal

Anastasia S. Kritzalis
Notary Public

ANASTASIA S. KRITZALIS
Notary Public, State of New York
No. 81-608884
Qualified in New York County
Commission Expires March 1, 2001

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Date</u>	<u>Issue Title</u>	<u>Inventor</u>	<u>Country</u>	<u>Patent Holder</u>
			None		

PATENT LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number(s)</u>	<u>Date</u>
		None	