MRD 12/1/00

12-01-2000

FORM PTO-1594 RE
(Rev 5-93)

101534580

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents ocuments or copy thereof.

1. Name of conveying party(ies):

HANSEN BEVERAGE COMPANY

MLP 12-1-00

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

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

3. Nature of Conveyance:

[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other

Execution Date: May 15, 1997

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

Name: COMERICA BANK-CALIFORNIA
Address: 75 E. TRIMBLE ROAD
City: SAN JOSE: CA Zip: 95131

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

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 [x] No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See attached sheet

Additional numbers attached? [X] Yes [ ] No

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

Name: Erin O'Brien
Internal Address: **GRAY CARY WARE & FREIDENRICH**
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: **21**

7. Total fee (37 CFR 3.41) . . . . . **$ 540.00**
[x] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach 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.

Erin O'Brien — Erin O'Brien — November 30, 2000
Name of Person Signing — Signature — Date

Total number of pages comprising cover sheet: [7]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

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1030642-909600

Annex 1
to
Trademark Security Agreement

TRADEMARKS

Trademark	Registration No.	Issue Date
Mandarin Lime Hansen's Natural Soda	1,243,037	June 21, 1983
Grapefruit Hansen's Natural Soda	1,253,907	October 11, 1983
Hansen's Natural Soda	1,258,779	November 22, 1983
Hansen's	1,258,780	November 22, 1983
Imported from Nature	1,991,705	
Imported from Nature	1,943,237	
Liquidfruit	2,170,263	
California's Natural Choice	2,002,059	
Blue Raspberry Creation	1,927,800	
Heavenly Strawberry Banana	2,076,679	
D-stress	2,204,468	
Anti-ox	2,219,726	
Dyna Juice	2,219,728	
Stamina	2,216,758	
Intellijuice	2,263,794	
Aqua-blast	2,179,283	
California's Choice	2,044,055	
Antioxjuice	2,294,795	
Equator	1,970,458	
Equator	1,970,459	
Bottle Device (Signature Bottle) Supplemental Register	2,334,023	

TRADEMARK SECURITY AGREEMENT

WHEREAS, HANSEN BEVERAGE COMPANY., a Delaware corporation (the "*Assignor*"), now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Annex 1 annexed hereto, as such Annex may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, Assignor has entered into that certain Revolving Credit Loan & Security Agreement (Accounts and Inventory) dated as of May 15, 1997 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "*Loan Agreement*") with **COMERICA BANK-CALIFORNIA**, a California banking corporation (the "*Assignee*"). Each capitalized term used herein which is not otherwise defined herein shall have the meaning ascribed to it in the Loan Agreement; and

WHEREAS, in connection with the Loan Agreement, Assignor has granted to Assignee a security interest in certain personal property of Assignor, including without limitation all right, title and interest of Assignor in, to and under all of Assignor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Annex 2 hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including without limitation any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant to Assignee, as security for the Obligations, a continuing security interest in all of Assignor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "*Trademark Collateral*"), whether presently existing or hereafter arising or acquired:

(a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Annex 1 annexed hereto;

(b) each Trademark license, including without limitation each Trademark license referred to in Annex 2 annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(c) all products and proceeds of, and income of any kind from, any of the foregoing, including without limitation any claim by Assignor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Within ten (10) days of Assignee's request, Assignor agrees to deliver updated copies of Annex 1 and Annex 2 to Assignee as such updates relate to United States Registered Trademarks. Assignee shall duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Assignor, such further instruments or documents (in form and substance satisfactory to Assignee), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the

TRADEMARK
REEL: 002184 FRAME: 0894

reasonable judgment of Assignee, to carry out the provisions and purposes of the Loan Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of Assignee under the Loan Agreement, this Trademark Security Agreement and the other Loan Documents, in the Trademark Collateral (or any portion thereof).

Assignor agrees that if any Person shall do or perform any acts which Assignee reasonably believes constitutes an infringement of any Trademark, or violates or infringes any right of Assignor or Assignee therein or if any Person shall do or perform any acts which Assignee reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, Assignee may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Assignee may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable, or necessary or proper for the full protection of the rights of the parties. Assignee may take such steps or institute such suits or proceedings in its own name or in the name of Assignor or in the names of the parties jointly. Assignee hereby agrees to give Assignor notice of any steps taken, or any suits or proceedings instituted, by Assignee pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to Assignee pursuant to the Loan Agreement. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and more fully set forth in, the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Obligations under the Loan Agreement shall have been indefeasibly repaid in full and all commitments thereunder of Assignee shall have terminated, Assignee shall execute and deliver to Assignor, at Assignor's expense and without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of Assignee in the Trademark Collateral, subject to any disposition thereof which may have been made by Assignee pursuant to the terms hereof or of the Loan Agreement. In the event that Assignee has disposed of any Trademark Collateral following an Event of Default but prior to the time that all of the Obligations under the Loan Agreement have been indefeasibly repaid in full, Assignee shall promptly provide notice to Assignor describing such disposition.

Assignee and the Lenders agree that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and Assignee gives written notice to Assignor of its intention to enforce its rights against any of the Trademark Collateral. So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Loan Agreement and the other Loan Documents to which it is a party, Assignor may use, license and exploit the Trademark Collateral in any lawful manner. Upon an Event of Default, Assignee shall have a nonexclusive, royalty free license to use the Trademark Collateral to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of an Event of Default. Assignor will pay any expenses (including attorneys' fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Trademark Collateral. All of Assignee's rights and remedies with respect to the Trademark Collateral shall be cumulative.

EXCEPT TO THE EXTENT THAT IT IS EXPRESSLY GOVERNED BY FEDERAL LAW, THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be duly executed as of the date of the Loan Agreement by its officer thereunto duly authorized.

Assignor:

HANSEN BEVERAGE COMPANY
a Delaware corporation,

By: _____

Title: Chairman & CEO

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Anti-ox	2,219,726	
Dyna Juice	2,219,728	
Stamina	2,216,758	
Intellijuice	2,263,794	
Aqua-blast	2,179,283	
California's Choice	2,044,055	
Antioxjuice	2,294,795	
Equator	1,970,458	
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Bottle Device (Signature Bottle) Supplemental Register	2,334,023	

Annex 2
to
Trademark Security Agreement

TRADEMARK LICENSES