

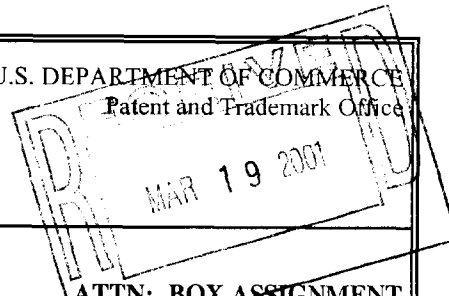
03-26-2001

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RE



IEET



Our Ref.: 63428-0021

101647550

To the Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):

Lanikai International Ltd.
an Ohio corporation

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

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

Dr Pepper/Seven Up, Inc.
a Delaware corporation

Street Address: 5301 Legacy Drive

City: Plano State: Texas Zip: 75024
Domestic Representative designation attached? Yes No

Additional name(s) & address(es) attached?
 Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Effective Date: January 24, 2001
Execution Date: January 24, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,286,304; 1,285,482; and, 1,718,536.

Additional numbers attached: Yes No

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

Name: Keri A. Christ, Esq.
Internal Address: Morgan, Lewis & Bockius LLP
Attn: TMSU

Street Address: 1800 M Street, N.W.
City: Washington State: DC Zip: 20036

6. Total number of applications and trademarks involved: 3

7. Total fee (37 C.F.R §3.41): \$90.00
 Enclosed
 Authorized to be charged to deposit account 13-4520
 Debit insufficiency or credit over payment to Deposit Account No. 13-4520

8. Deposit account number: 13-4520
Attach duplicate of page if paying by deposit account

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.

Margaret A. Delacruz
Name of Person Signing

[Signature]
Signature

March 19, 2001
Date

Total number of pages including cover sheet, attachments and documents: 10

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of January 24, 2001 (this "Assignment") from and by LANIKAI INTERNATIONAL LTD., an Ohio corporation ("Assignor"), in favor of DR PEPPER/SEVEN UP, INC., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement dated December 20, 2000 by and among Slush Puppie Corporation, an Ohio corporation ("SPC"), Assignee, and Will Radcliff (as the same may be amended, supplemented or modified from time to time, the "Purchase Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement), Assignor has agreed to sell the Assets to Assignee; and

WHEREAS, Will Radcliff is the sole shareholder of SPC and Assignor; and

WHEREAS, Assignor owns all right, title and interest in and to the marks listed on the attached Schedule A, any pending applications for registration or registrations therefor, all common law rights related thereto and the goodwill of the business associated therewith and symbolized thereby (collectively, the "Marks"); and

WHEREAS, the Marks are used in the Business; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign, transfer and convey all of its right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, pursuant to the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby assign, transfer and convey, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title, and interest in and to the Marks, to Assignee to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives and any and all rights to sue for, collect and retain damages predicated on past, present or future infringements of the Marks, as well as all other claims and rights to damages associated with the Marks, whether predicated on past, present or future actions or omissions, and whether currently known or unknown.

2. Further Assurances. (a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks. Assignor hereby appoints Bruce Futterer as its attorney-in-fact with a limited power of attorney to execute all documents deemed necessary in the sole opinion of Assignee to establish, document, perfect, protect, assign or maintain the Marks and any right, title or interest in the Marks, if Assignor fails to do so within two (2) Business Days of a written request by an officer of Assignee or Assignee's attorney. This limited power of attorney is a power coupled with an interest and is irrevocable.

(b) Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

(c) Assignor's assignment of the Marks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all of Assignor's rights (legal, equitable, use and otherwise) in the Marks whether currently existing, or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in or to the Marks.

3. Representations and Warranties of Assignor. (a) Assignor is a corporation, duly organized, validly existing and in good standing under the Laws of Ohio; (b) Assignor owns all of the Marks, free and clear of all Encumbrances; (c) Assignor has all requisite corporate power and authority to execute, deliver and perform this Assignment; (d) this Assignment is validly executed and delivered and the valid and binding obligation of Assignor enforceable against Assignor in accordance with its terms, except to the extent that such enforcement is limited by the Bankruptcy Exception; and (e) Assignor owns no assets or properties used in or material to the Business as presently conducted and as proposed to be other than the Marks.

4. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by both of the parties hereto.

5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

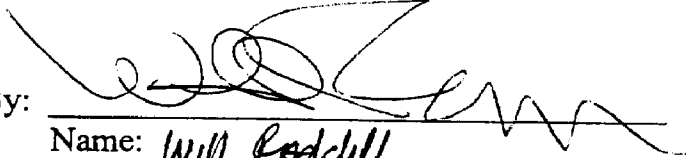
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in accordance with the substantive laws of the State of New York without giving effect to principles of conflicts of law thereunder.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

LANIKAI INTERNATIONAL LTD.

By: 
Name: *Will Radcliff*
Title: *President*

ACCEPTED:

DR PEPPER/SEVEN UP, INC.

By: _____
Name:
Title:

[Signature page to Lanikai Trademark Assignment]

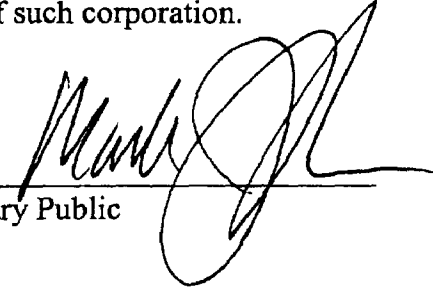
STATE OF Ohio)

COUNTY OF Hamilton) : ss.:

On this 18th day of January, 2001, before me personally appeared Will Rodcliff, to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he/~~she~~ is the President of Lanikai International Ltd., an Ohio corporation, which executed the foregoing Trademark Assignment; and that he/she signed his/her name thereto pursuant to authority granted to him/her by the board of directors of such corporation.



MARK J. JAHNKE, ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission has no expiration
date. Section 147.03 O.R.C.



Notary Public

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

LANIKAI INTERNATIONAL LTD.

By: _____
Name:
Title:

ACCEPTED:

DR PEPPER/SEVEN UP, INC.

By: David M. Miller
Name: David M. Miller
Title: Chief Financial Officer

[Signature page to Lanikai Trademark Assignment]

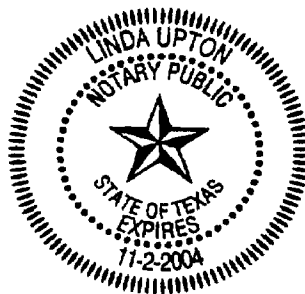
STATE OF TEXAS)

: ss.:

COUNTY OF COLLIN)

On this 24th day of January, 2001, before me personally appeared DAVID M. MILLER, to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he/she is the C.F.O. of Dr Pepper/Seven Up, Inc., a Delaware corporation, which executed the foregoing Trademark Assignment; and that he/she signed his/her name thereto pursuant to authority granted to him/her by the board of directors of such corporation.

Linda Upton
Notary Public



SCHEDULE A

TRADEMARK REGISTRATIONS OWNED BY LANIKAI INTERNATIONAL LTD		
MARK/GOODS	COUNTRY	REG. NO./DATE
LANIKAI L Plus Design Alcoholic beverages; liquors and liqueurs for alcoholic beverages, in Class 33	United Kingdom	1,366,773 December 2, 1988
LANIKAI L Plus Design Non-alcoholic beverages; fruit drinks and fruit juices; syrups and preparations for making beverages; non-alcoholic cocktail bases for frozen beverages, in Class 32	United Kingdom	1,366,772 December 2, 1988
LANIKAI L Plus Design Dispensing machines; machines for dispensing frozen beverages; parts and fittings for all the aforesaid goods, in Class 7	United Kingdom	1,366,771 December 2, 1988
LANIKAI Plus Design Machines for dispensing frozen beverages; non-alcoholic cocktail base for frozen beverages; syrups and flavors for non-alcoholic beverages, in Classes 7 and 32	Canada	TMA385,528 June 7, 1991
LANIKAI Plus Design Non-alcoholic cocktail mixes, in Class 32	United States	1,286,304 July 17, 1984
LANIKAI Non-alcoholic cocktail mixes, in Class 32	United States	1,285,482 July 10, 1984
LANIKAI Plus Design Maquinas dispensadoras de bebidas congeladas, in Class 7	Spain	1544623 November 5, 1991
LANIKAI Plus Design Cocktail non alcoolique de base pour boissons gelees. Sirops, aromes, alcools et liqueurs pour la preparation de boissons alcooliques et non alcooliques. Machines de distribution de boissons gelees, in Classes 7, 32 and 33	France	1,666,942 December 8, 1988

<p>LANIKAI Plus Design Machines voor het afgeven van bevroren en gekoelde dranken, in Class 7; alcoholvrije cocktail-basispreparaten voor bevroren en gekoelde dranken; siropen, smaakstoffen en andere preparaten voor de bereiding van dranken, in Class 32; alcoholhoudende dranken (uitgezonderd bieren); cocktails, in Class 33</p>	<p>Benelux</p>	<p>456720 December 2, 1988</p>
<p>LANIKAI Plus Design Maskiner (ikke mont betjente) til uddeling af frosne drikkevarer, in Class 7; ikke alkoholiske neutrale vaeskekoncentrater (til at blande med vand I forholdet 5 til 1) til frosne drikkevarer frugtsaft og smagsstoffer til ikke alkoholiske drikkevarer, in Class 32; koncentrerede cocktailsmagsstoffer spiritus og likorer, til alkoholiske drikkevarer, in Class 33</p>	<p>Denmark</p>	<p>VR 7197 1991 October 25, 1991</p>
<p>LANIKAI Plus Design In Classes 9 and 32</p>	<p>Switzerland</p>	<p>378670 January 10, 1990</p>
<p>LANIKAI Plus Design Macchine per dispensazione di bevande fedde, misture fredde a base di bevande non alcoholiche, in Classes 7 and 32</p>	<p>Italy</p>	<p>560624 February 17, 1992</p>
<p>SIP INTO PARADISE Non-alcoholic cocktails, and non-alcoholic cocktail mixes, in Class 32</p>	<p>United States</p>	<p>1,718,536 September 22, 1992</p>