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01-17-2002

DRINKER BIDDLE & REATH

01-28-2002

U.S. Patent & TMOfr/TM Mail RoptDt #76

1500 K Street, N.W., Suite 1100
Washington, D.C. 20005-1209
(202) 842-8800



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|---|--|
| <p>1. NAME OF CONVEYING PARTY:</p> <p>The Monarch Company, Inc. A Massachusetts corporation West Coast Beverages, Inc. A Delaware corporation</p> | <p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>AMISTAR ACQUISITION CORP. A Delaware corporation 1100 Johnson Ferry Road, N.E. Atlanta, Georgia 30342</p> |
| <p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <i>1.17.02</i> <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: December 15, 2000 3B. EFFECTIVE DATE: December 15, 2000</p> | <p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: ___ No: <u>X</u></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: ___ No: <u>X</u></p> |
| <p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached? NO</p> | <p>4B. TRADEMARK REGISTRATION NO(S):</p> <p>Reg. No. 141244 – BUBBLE UP</p> <p>Additional numbers attached? 28</p> |
| <p>Henry W. Leeds, Esq. Drinker Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p> | |
| <p>6. TOTAL NUMBER OF TITLES: 29</p> <p>7. TOTAL FEE: \$740.00 (Check Enclosed)</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 50-0573</p> <p>Our Ref: 31147.402/127579</p> | <p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Henry W. Leeds</i> Henry W. Leeds Date: January 16, 2002 Page 1 of 5</p> |

01/28/2002 DBYRNE 00000031 141244

01 FC:481
02 FC:482

40.00 DP
700.00 DP

31147.402/127579
DC3400001

I hereby certify that the foregoing document and the accompanying fee (if applicable) is being deposited with the U.S. Postal Service, by first class mail, postage prepaid, addressed to BOX: ASSIGNMENTS FEE, The Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, this 16th day of January, 2002

Henry W. Leeds
Henry W. Leeds

TRADEMARK
REEL: 2431 FRAME: 0731

1/2/02

SCHEDULE A

UNITED STATES

| <u>Reg. No.</u> | <u>Mark</u> |
|-----------------|---|
| 141244 | BUBBLE UP |
| 177132 | ORANGE QUENCH |
| 189066 | MOXIE (stylized) |
| 354840 | BUBBLE UP & Design |
| 364823 | DAD'S OLD FASHIONED & Design |
| 513566 | DAD'S (stylized) |
| 555788 | QUENCH & Design |
| 555789 | QUENCH |
| 589951 | MASON'S |
| 746274 | QUENCH & Design |
| 1047788 | QUENCH |
| 1064231 | QUENCH |
| 1116928 | BUBBLE UP & Design |
| 1180697 | KEG BREWED FLAVOR |
| 1190898 | KEG BREWED FLAVOR & Design |
| 1211796 | SUN CREST |
| 1399370 | MOXIE |
| 1457678 | DR. WELLS |
| 1460942 | MOXIE (stylized) |
| 1460943 | MOXIE |
| 1465569 | WHAT THIS COUNTRY NEEDS IS PLENTY OF MOXIE |
| 1528531 | THE BEVERLY HILLS SPARKLER & Design |
| 1542793 | PREMIO U.S.A. |
| 1741580 | DIET QUENCH |
| 1745989 | DIET QUENCH & Design |
| 1971317 | PREMIO |
| 2012896 | GREAT SHAKES |
| 2097687 | QUENCHADE |
| 2100304 | DAD'S CLASSIC DRAFT |

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is by and among by and among The Monarch Company, Inc., a Massachusetts corporation ("Monarch"), West Coast Beverages, Inc., a Delaware corporation ("West")(individually and collective the "Sellers") and Amistar Acquisition Corp., a Delaware corporation (the "Purchaser").

WITNESSETH

WHEREAS, on December 15, 2000, an asset purchase agreement was entered into by and between Sellers and Purchaser (the "Asset Acquisition Agreement"); and

WHEREAS, pursuant to the terms of the Asset Acquisition Agreement, Sellers are selling, and Purchaser is buying certain assets of the Sellers (the "Assets"); and

WHEREAS, the parties wish to execute this Assignment in order to effectuate the intent of the parties; and

WHEREAS, the execution of this Agreement is required by the terms of the Asset Acquisition Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Asset Acquisition Agreement, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties hereto intending to be legally bound hereby, agree as follows:

1. **Definitions.** Unless otherwise defined herein, the definitions in the Asset Acquisition Agreement shall control the meaning of all capitalized terms herein.

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Sale of Purchased Assets. Sellers hereby sell, convey, transfer and assign to Purchaser the Assets of Sellers as set forth in the Asset Acquisition Agreement.

Warranty of Title. TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns forever. Sellers hereby warrant themselves to be the true and lawful owner of the Assets transferred hereby, and has the full power, right and lawful authority to dispose of said property in the manner set forth herein and in the Asset Acquisition Agreement, and does for themselves, their successors and assigns, covenant and agree to warrant and defend the Assets against the lawful claims or demands of all and every entity, person and persons whomever to the extent provided for in the Asset Acquisition Agreement.

4. **Further Assurances.** Sellers hereby covenant that from time to time after the delivery of this Assignment, Sellers will, at the request of Purchaser and without further consideration, execute and deliver such instruments of transfer, assignment and conveyance in addition to this instrument and the other instruments executed and delivered to Purchaser this day, to more effectively transfer, convey and assign to, and vest in, Purchaser the Assets, and to put Purchaser into possession of the Assets transferred, conveyed, assigned and delivered to Purchaser hereunder.

5. **Effective Date.** This instrument is executed by and shall be binding on Sellers as of December 15, 2000.

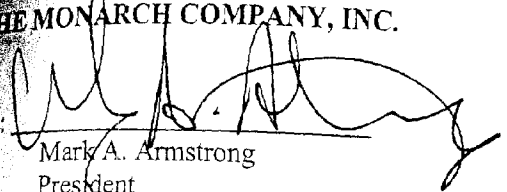
6. **Integration.** The terms and conditions of the Asset Acquisition Agreement are hereby incorporated herein by reference. In the event of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Acquisition Agreement, the terms and conditions of the Asset Acquisition Agreement shall control.

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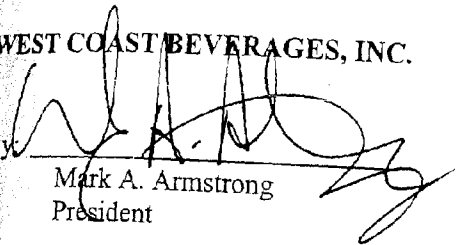
IN WITNESS WHEREOF, the Undersigned have caused this Assignment to be executed
delivered on the 15th day of DEC., 2000.

SELLERS:

THE MONARCH COMPANY, INC.

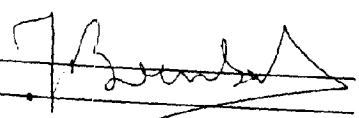
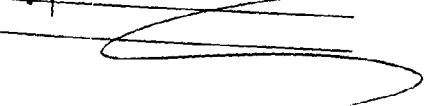
By: 
Mark A. Armstrong
President

WEST COAST BEVERAGES, INC.

By: 
Mark A. Armstrong
President

PURCHASER:

AMISTAR ACQUISITION CORP.

By: 
Title: 

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AMISTAR ACQUISITION CORP.