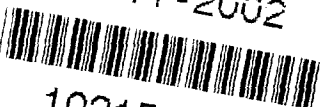


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
LaSalle Business Credit, Inc. **7.8.02**

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

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

2. Name and address of receiving party(ies)
Name: Premium Beverage Packers
Internal Address: _____
Street Address: 1090 Spring Street
City: Reading State: PA Zip: 19609

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Pennsylvania
 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 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination of Security Interest and Assignment

Execution Date: 6/21/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 See attached Exhibit "A"

B. Trademark Registration No.(s) _____
 See attached Exhibit "A"

Additional number(s) attached Yes No

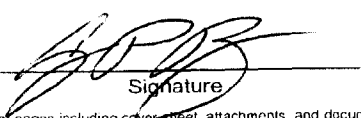
5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Andy P. Berger, Esquire
 Internal Address: c/o Stevens & Lee, P. C.
 Street Address: 111 North Sixth, P. O. Box 679
 City: Reading State: PA Zip: 19603-0679

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41).....\$ 765.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Andy P. Berger, Esquire
 Name of Person Signing
 Signature: 
 Date: 27 Jun 02

Total number of pages including cover sheet, attachments, and document: 7

07/10/2002 DBYRNE 00000191 2064154
01 FC:481 40.00 OP
02 FC:482 725.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Exhibit "A"

(a) Federally Registered Trademarks.

<u>Mark</u>	<u>Registration Number</u>
American Classic	2064154
American Classic Logo	1882419
Clear Choice	1959704
NRG2	2154884
NRG Plus	1654998
Old Dutch Logo	2437859
Sunny Isle	1551198
Top Pop	1510360
Top Real Brewed Tea	2283459
Top Fruit Medley	2261265
Top Tea	2183177
American Classic	1776022
Top Cola	1297930
Top Pop	1285484
Top Pop	1335803
Top Tea	1473397
Clear 'N Pure	2143725

(b) Federal Trademark Applications.

<u>Mark</u>	<u>Serial Number</u>
Old Dutch	75492946
Top	74616753
Top Sport	74616761
Clear Choice Premium Seltzer	78071480
MAX-E	78062518
Citrus Dew	78010396
Dr. Sparkle	78010409
Dr. Pep-Up	78010405
Mountain Sunshine	78010400
Citrus Sunshine	78010397
Mountain Mist	78010398
Sun Dew	78010402
Fruit-Bursts	75907647

(c) New York Registered Trademarks.

<u>Mark</u>	<u>Registration Number</u>
City Club Beverages C/C Since 1901	R27192
City Club True-Fruit Beverages C/C Since 1901	R27192
CC	R28568

TERMINATION OF SECURITY INTEREST AND
ASSIGNMENT OF TRADEMARKS

TERMINATION OF SECURITY INTEREST AND ASSIGNMENT OF TRADEMARKS ("Assignment") made as of the 21 day of June, 2002, by LASALLE BUSINESS CREDIT, INC. ("Assignor") to PREMIUM BEVERAGE PACKERS, INC., a Pennsylvania corporation ("Assignee").

BACKGROUND

A. Assignee is the owner of certain trademarks, including certain registered trademarks, as reflected on the records of (1) the United States Patent and Trademark Office and (2) the Department of State of the State of New York, Miscellaneous Records Office, and all as more fully described on Exhibit "A" attached hereto and made a part hereof (collectively, the "Trademarks").

B. Assignee, as security for the repayment of certain indebtedness to Assignor, LaSalle Bank, National Association, and Michigan National Bank (collectively, the "Lenders"), granted Assignor, as Agent, a lien on, and security interest in, the Trademarks pursuant to a Trademark Security Agreement dated as of October 25, 2001 (the "Security Agreement").

C. Assignee has repaid all indebtedness owed to the Lenders in full, and Assignor, as Agent, is hereby (i) terminating the Security Agreement and (ii) releasing all of its right, title and interest in and to the Trademarks granted pursuant to the Security Agreement and is assigning all such right, title and interest in and to the Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agrees as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Assignment as if set forth in their entirety in this Section 1.

2. Termination. Assignor and Assignee hereby agree that the Security Agreement, and all rights, duties and obligations of the Assignor and Assignee thereunder, are hereby terminated, effective as of the date hereof.

3. Assignment. Assignor hereby assigns, transfers, conveys and releases and sets over unto Assignee, without recourse, Assignor's entire right, title and interest in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby.

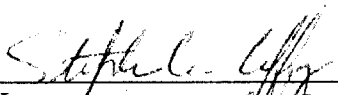
4. Further Actions. From time to time after the date hereof, and without further consideration, Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee or its counsel may reasonably request in order to perfect and record Assignee's ownership rights in the Trademarks.

5. Counterparts. This Assignment may be signed in two or more counterparts, each of which will be deemed to be an original of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

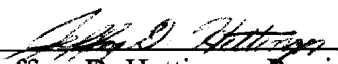
6. Successors, etc.. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and Assignor and their respective successors and assigns and shall be binding upon the same.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered as of the day and year first above written.

LASALLE BUSINESS CREDIT, INC.

By: 
Name: Stephen A. Hettinger
Title: Vice President

PREMIUM BEVERAGE PACKERS, INC.

By: 
Jeffrey D. Hettinger, President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphia : ss.
:

On this 21st day of June, 2002, before me, a notary public, the undersigned officer, personally appeared Stephen A. Coffrey, who acknowledged himself to be the Vice President of LASALLE BUSINESS CREDIT, INC., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as such officer.

IN WITNESS WHEREOF, I have herunto set my hand and official seal.

Carol A. Rader
Notary Public

CAROL A. RADER
COMMONWEALTH OF PENNSYLVANIA
COMMISSIONER OF DEEDS
MY COMMISSION EXPIRES JULY 11, 2006

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF BERKS :

On this 25th day of June, 2002, before me, a notary public, the undersigned officer, personally appeared Jeffrey D. Hettinger, who acknowledged himself to be the President of PREMIUM BEVERAGE PACKERS, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have herunto set my hand and official seal.

Lindsey A. Celmer

Notary Public

