

12-19-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

102314962

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

1. Name of conveying party(ies):

12-16-02

CITY-CLUB BEVERAGE CORP.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other TERMINATION OF ASSIGNMENT

Execution Date: 7/31/2002

2. Name and address of receiving party(ies)

Name: PREMIUM BEVERAGE PACKERS, INC.

Internal Address: c/o Stevens & Lee

Street Address: 111 North Sixth Street

P.O. Box 679 City: Reading State: PA Zip: 19603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State PA, 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

OFFICE OF PUBLIC RECORDS 2007 DEC 16 AM 11:21 FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) RN-1551198

Additional number(s) attached Yes No

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

Name: Andy P. Berger, Esq.

Internal Address: STEVENS & LEE

111 North Sixth Street

P.O. Box 679

Street Address:

City: Reading State: PA Zip: 19603

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Andy P. Berger, Esq.

Name of Person Signing

Signature

December 10, 2002

Date

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

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

12/18/2002 GTOM11 00000208 1551198

01 FC:8521

40.00 OP

TRADEMARK REEL: 2635 FRAME: 0689

1. NAME OF CONVEYING PARTIES (CONTINUED)

COLITA BEVERAGE CORPORATION;
DAVID ZEIDMAN, Executor and under the Will of BARTOLO RAFFAELE, JR.;
BARTOLO RAFFAELE, III;
DOROTHY RAFFAELE;
CANDIDA RAFFAELE; and
ALICE DIBENEDITA

TERMINATION OF SECURITY INTEREST AND
ASSIGNMENT OF TRADEMARKS

TERMINATION OF SECURITY INTEREST AND ASSIGNMENT OF TRADEMARKS ("Assignment") made as of the 31st day of July, 2002, by CITY-CLUB BEVERAGE CORP., a New York corporation, COLITA BEVERAGE CORPORATION, a New York corporation, DAVID ZEIDMAN, as Executor of, and under the Will of, BARTOLO RAFFAELE, JR., BARTOLO RAFFAELE, III, an adult individual, DOROTHY RAFFAELE, an adult individual, CANDIDA RAFFAELE, an adult individual, and ALICE DIBENEDITA, an adult individual (collectively, "Assignors") to PREMIUM BEVERAGE PACKERS, INC., a Pennsylvania corporation ("Assignee").

BACKGROUND

A. Assignee, individually and as the assignee of PBP Specialty Beverage, Inc., a Pennsylvania corporation ("Specialty"), 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. Pursuant to the terms and conditions of an Asset Purchase Agreement and Related Agreements dated as of May 8, 1998 among Assignors, Assignee and Specialty, Assignee and Specialty, as security for the repayment of certain indebtedness to Assignors, granted Assignors a lien on, and security interest in, the Trademarks (the "Security Interest").

C. Assignee has paid all indebtedness owed to the Assignors in full, and Assignors are hereby (1) terminating the Security Interest and (2) releasing all of their right, title and interest in and to the Trademarks granted pursuant to the Security Interest and are 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, Assignors 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. Assignors and Assignee hereby agree that the Security Interest, and any document or instrument further evidencing the Assignors' lien on, and the Security Interest in, the Trademarks, and all rights, duties and obligations of the Assignors and Assignee thereunder, are hereby terminated, effective as of the date hereof.

3. Assignment. Assignors hereby assign, transfer, convey and release and set over unto Assignee, without recourse, Assignors' 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, Assignors 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 executed in any number of counterparts and by different parties hereto on separate signature pages, with the same effect as if all the signatures thereto and hereto were upon the same instrument, but all such counterparts taken together shall constitute one and the same document. Any party to this Assignment may deliver an executed copy hereof by facsimile transmission to another party hereto or thereto and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Assignment.

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

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

CITY-CLUB BEVERAGE CORP.

By *Dorothy Raffaele*
Name: Dorothy Raffaele
Title: President

COLITA BEVERAGE CORPORATION

By *Dorothy Raffaele*
Name: Dorothy Raffaele
Title: President

(SEAL)
David Zeidman, Executor of the
Estate of Bartolo Raffaele, Jr., Deceased

(SEAL)
Bartolo Raffaele, III

3. Assignment. Assignors hereby assign, transfer, convey and release and set over unto Assignee, without recourse, Assignors' 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.

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5. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto on separate signature pages, with the same effect as if all the signatures thereto and hereto were upon the same instrument, but all such counterparts taken together shall constitute one and the same document. Any party to this Assignment may deliver an executed copy hereof by facsimile transmission to another party hereto or thereto and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Assignment.

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

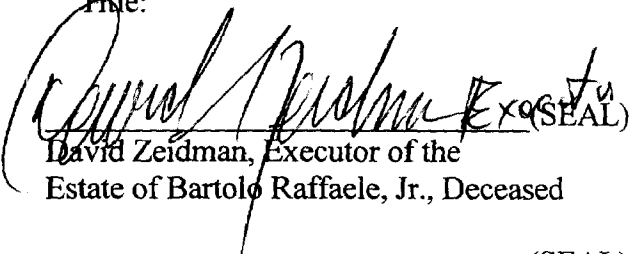
IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed and delivered as of the day and year first above written.

CITY-CLUB BEVERAGE CORP.

By _____
Name:
Title:

COLITA BEVERAGE CORPORATION

By _____
Name:
Title:



David Zeidman, Executor of the
Estate of Bartolo Raffaele, Jr., Deceased

Bartolo Raffaele, III (SEAL)

3. Assignment. Assignors hereby assign, transfer, convey and release and set over unto Assignee, without recourse, Assignors' 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, Assignors 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.

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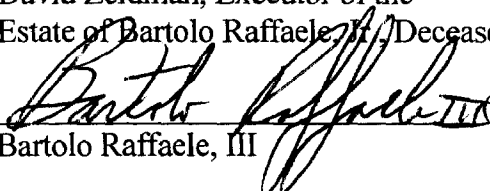
IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed and delivered as of the day and year first above written.

CITY-CLUB BEVERAGE CORP.

By _____
Name:
Title:

COLITA BEVERAGE CORPORATION

By _____
Name:
Title:

(SEAL)
David Zeidman, Executor of the
Estate of Bartolo Raffaele, III Deceased

Bartolo Raffaele, III (SEAL)

Dorothy Raffaele (SEAL)
Dorothy Raffaele

_____ (SEAL)
Candida Raffaele

_____ (SEAL)
Alice DiBenedita

(SEAL)

Dorothy Raffaele

Candida Raffaele (SEAL)

Candida Raffaele

(SEAL)

Alice DiBenedita

_____(SEAL)
Dorothy Raffaele

_____(SEAL)
Candida Raffaele

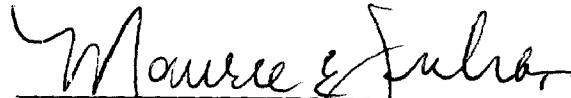
Alice DiBenedetta (SEAL)

Alice DiBenedita

New Jersey
STATE OF ~~NEW YORK~~ :
 :
COUNTY OF Monmouth :

On this, the 31st day of July, 2002, before me, the undersigned officer, a Notary Public, personally appeared DOROTHY RAFFALE, who acknowledged himself/herself to be the of CITY-CLUB BEVERAGE CORP., a New York corporation, and that (s)he as such officer, being authorized to do so, executed the foregoing Termination of Security Interest and Assignment of Trademarks for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

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



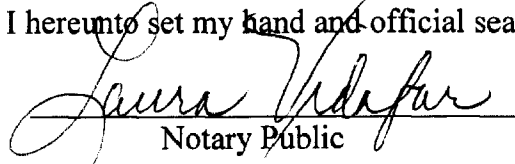
Notary Public

MAUREEN E. JULIAN
Notary Public, State of New Jersey
My Commission Expires 4/18/2004

STATE OF NEW YORK :
 :
COUNTY OF Nassau :
 :
 :
 :
 :

On this, the 2nd day of Aug, 2002, before me, the undersigned officer, personally appeared DAVID ZEIDMAN, Executor of the Estate of Bartolo Raffaele, Jr., Deceased, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Termination of Security Interest and Assignment of Trademarks, and acknowledged that he executed the same for the purposes therein contained, being authorized to do so.

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


Notary Public

LAURA VIDAFAAR
NOTARY PUBLIC, State of New York
No. 4875333
Qualified in Nassau County
Commission Expires 12/15/02

STATE OF NEW YORK :
 :
COUNTY OF *KINGS* :

On this, the *31* day of July, 2002, before me, the undersigned officer, personally appeared BARTOLO RAFFAELE, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Termination of Security Interest and Assignment of Trademarks, and acknowledged that he executed the same for the purposes therein contained

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



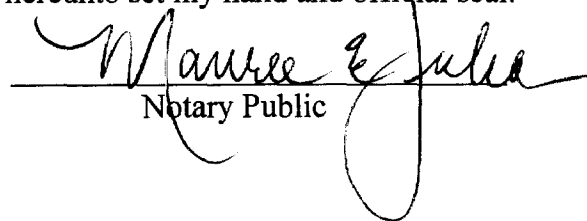
Notary Public

SHELDON OSTROWSKY
Notary Public, State Of New York
No. 010S82422437
Qualified In Nassau County
Commission Expires Dec. 31, 2002

New Jersey
STATE OF ~~NEW YORK~~ :
COUNTY OF Monmouth :
SS.

On this, the 31st day of July, 2002, before me, the undersigned officer, personally appeared DOROTHY RAFFAELE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Termination of Security Interest and Assignment of Trademarks, and acknowledged that she executed the same for the purposes therein contained.

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

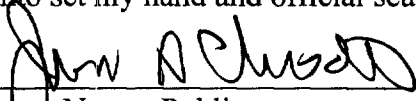

Notary Public

MAUREEN E. JULIAN
Notary Public, State of New Jersey
My Commission Expires 4/18/2004

~~NEW JERSEY~~
STATE OF ~~NEW YORK~~ :
 :
COUNTY OF ~~MONMOUTH~~ :

On this, the ~~2nd~~ ^{AUGUST} day of ~~July~~, 2002, before me, the undersigned officer, personally appeared CANDIDA RAFFAELE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Termination of Security Interest and Assignment of Trademarks, and acknowledged that she executed the same for the purposes therein contained.

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



Notary Public
JOSEPH A. CUSCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/9/07
212279

STATE OF NEW JERSEY :

COUNTY OF *Monmouth* : SS.

On this, the ^{*Aug.*} 1 day of ~~July~~, 2002, before me, the undersigned officer, personally appeared ALICE DiBENEDITA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Termination of Security Interest and Assignment of Trademarks, and acknowledged that she executed the same for the purposes therein contained.

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

Sherrie Ann Linton-Sanderson
Notary Public

SHERRIE ANN LINTON-SANDERSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 22, 2004

Exhibit "A"

(a) Federally Registered Trademarks:

<u>Mark</u>	<u>U.S. Patent and Trademark Registration No.</u>
SUNNY ISLE	RN-1551198

(c) New York Registered Trademarks

<u>Mark</u>	<u>Registration No.</u>
City Club Beverages C/C Since 1901	R-27192
City Club-True Fruit Beverages C/C Since 1901	R-27192
CC	R-28568