

12-29-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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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): 12-19-03  
RTD Hallstar, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 12/19/2003

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

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  No

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2618914

Additional number(s) attached  Yes  No

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

Name: Nicole M. Walker

Internal Address: Neal, Gerber & Eisenberg LLP

Street Address: Two North LaSalle Street

City: Chicago State: IL Zip: 60602-3801

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:

502261

**DO NOT USE THIS SPACE**

9. Signature.

Nicole M. Walker

Name of Person Signing

Signature

12/19/03

Date

Total number of pages including cover sheet, attachments, and document: 9

12/24/2003 ECOMPER 00000261 502261 2618914  
01 FC:8521 40.00 BA  
All documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002886 FRAME: 0304**

## PATENT AND TRADEMARK COLLATERAL ASSIGNMENT

THIS PATENT AND TRADEMARK COLLATERAL ASSIGNMENT (this "Agreement"), dated as of December 19, 2003 is executed by RTD HALLSTAR, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Lender").

WITNESSETH:

WHEREAS, the Grantor, RTD Hallstar, Inc., a Delaware corporation ("RTD"), CPH Holding Corp., an Illinois corporation, and the Lender are parties to a Credit Agreement dated as of the date hereof (as amended, modified, supplemented or restated, the "Credit Agreement") pursuant to which the Lender has agreed to make certain Credit Extensions to or for the account of the Grantor and RTD (individually, a "Borrower" and collectively, the "Borrowers");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Credit Extension under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Property (as defined below) and Patent Property (as defined below) to secure all Liabilities; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make the Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Agreement" is defined in the Preamble.

"Credit Agreement" is defined in the Recitals.

"Grantor" is defined in the Preamble.

"Lender" is defined in the Recitals.

"Patent" is defined in Section 2.

“Patent Property” is defined in Section 2.

“Security Agreement” is defined in the Recitals.

“Trademark” is defined in Section 2(a).

“Trademark Property” is defined in Section 2.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor hereby collaterally assigns, grants and pledges to the Lender a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of a like nature (all of the foregoing items in this **clause (a)** being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States Federal or state government, and corresponding offices in other countries of the world, including those referred to in **Item A** of **Schedule I** attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in **Item B** of **Schedule I** attached hereto;

(c) all reissues, extensions or renewals of any of the items described in **clauses (a)** and **(b)** above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in **clauses (a)** and **(b)** above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Item A** and **Item B** of **Schedule I** attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license (collectively, the “Trademark Property”).

(f) all letters patent (“Patents”) and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in **Item A** of **Schedule II** attached hereto.

(g) all patent licenses, including each patent license referred to in **Item B** of **Schedule II** attached hereto;

(h) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in **clauses (f)** and **(g)** above;

(i) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in **Item A** of **Schedule II** attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in **Item B** of **Schedule II** attached hereto, and all rights corresponding thereto throughout the world (collectively, the "Patent Property").

SECTION 3. Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Property and Patent Property with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Credit Agreement, the Security Agreement and all other Collateral Documents (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. No Further Trademark Registrations Without Security Interest on File. The Grantor hereby covenants that (a) it shall promptly, but no later than five days, after filing any additional Trademark or Patent applications with the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, it shall execute and file (at its expense) either a supplement substantially identical to this Agreement covering such application in the United States Patent and Trademark Office, or in any office or agency of the United States federal or state government, immediately after a serial number or other identifier has been assigned to such application or such other documents or instruments as the Lender shall have notified Grantor are necessary or appropriate, in each case, for the full perfection of a first priority security interest in favor of the Lender in such applications, such documents reflecting such security interests in favor of the Lender to be on file in any event in all requisite offices within three months after the filing by Grantor of any application.

SECTION 5. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments of the Lender under the Credit Agreement, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Property and Patent Property which has been granted hereunder.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Property and Patent Property granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Covenants. In addition to and not in limitation of the covenants and agreements contained in the Security Agreement, Grantor hereby covenants and agrees that it will not enter into any Trademark or Patent licenses or any other agreements that provide Grantor with the right to use Trademarks or patents after the date hereof which would restrict the ability of Grantor to grant a security interest in favor of the Lender therein unless it obtains the prior written consent of the Lender.

SECTION 8. Grant of License to Use Trademark and Patent Property. For the purpose of enabling the Lender to exercise rights and remedies under this Agreement, the Security Agreement, the Credit Agreement and all other Loan Documents, at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, and as a supplement to and not in limitation of any and all rights and remedies available to the Lender, to the extent the Lender chooses to avail itself of the following, upon and subject to the occurrence and during the continuance of an Event of Default, the Grantor grants, to the extent not prohibited by applicable law or currently existing licenses granted in the ordinary course of business (unless and until appropriate consents have been obtained), to the Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense any Trademark Property or Patent Property now owned or hereafter acquired by Grantor; provided, however, that to the extent such Trademark Property or Patent Property consists of Trademark or Patent licenses or other agreements that provide Grantor with the right to use Trademarks or patents the non-exclusive license granted hereby to the Lender shall be subject to the terms and conditions contained in such Trademark or Patent licenses or such other agreements.

SECTION 9. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. The provisions of this Agreement are in addition to, and not intended to be a limitation of, the duties of Grantor and the rights of the Lender under the Credit Agreement or any of the other Loan Documents. To the extent there exists any conflict or ambiguity between the terms, covenants and conditions of this Agreement and any of the other Loan Documents, the terms, covenants and conditions which shall enlarge the rights and remedies of the Lender and the interest of the Lender in the Collateral, afford the Lender greater financial security in the Collateral and better assure payment of the Liabilities in full, shall control.

SECTION 10. Section Captions. Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

SECTION 11. Severability. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

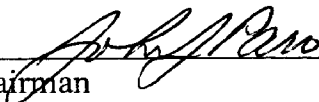
SECTION 12. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

SECTION 13. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

RTD HALLSTAR, INC.

By:   
Title: Chairman  
Address: 1500 Route 517  
Hackettstown, New Jersey 07840

Attention: Thomas C. Seum  
Facsimile Number: (312) 554-7499

[Signature Page to Patent and Trademark Collateral Assignment]

**SCHEDULE I**

**RTD HALLSTAR, INC.**

**Item A. Trademarks**

Registered Trademarks

<b>Country</b>	<b>Trademark</b>	<b>Class</b>	<b>Reg. No.</b>	<b>Reg.Date</b>
UNITED STATES	RTD HALLSTAR & DESIGN	1	0002618914	9 10 02

Pending Trademark Applications

NONE

Trademark Applications in Preparation

NONE

**Item B. Trademark Licenses**

Registered Trademarks

NONE

Pending Trademarks Applications

NONE

Trademark Applications in Preparation

NONE



**SCHEDULE II**

**Item A. Patents**

**Issued Patents**

NONE

**Pending Patent Applications**

NONE

**Patent Applications in Preparation**

NONE

**Item B. Patent Licenses**

NONE