

02-13-2004

Form PTO-1594  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102670344

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

1. Name of conveying party(ies): 2-10-04  
Dr. Pepper Bottling Company of Texas

- ☐ Individuals  
☐ General Partnership -  
☒ Corporation-State - Delaware  
☐ Other
- ☐ Association  
☐ Limited Partnership

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

3. Nature of conveyance:

- ☐ Assignment  
☒ Security Interest  
☐ Other
- ☐ Merger  
☐ Change of Name

Execution Date: December 19, 2003

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

A. Trademark Application No.(s)

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

Name: JPMorgan Chase BankInternal Address: Loan and Agency Services GroupStreet Address: 1111 Fannin, 10<sup>th</sup> FloorCity: Houston State: Texas ZIP: 77002

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-  
 Other Collateral Agent

OPR/FINANCE

Trademark Registration No.(s)

21577482680185Additional numbers attached? Yes ☒ No

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

Name: Meredith SchorrInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NewYork ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41): ..... \$65.00

☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in event of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*Meredith Schorr

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
**Director of US Patent and Trademark Office**  
**PO Box 1450**  
**Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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**TRADEMARK**  
**REEL: 002913 FRAME: 0371**

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Dr. Pepper Bottling Company of Texas, a Delaware corporation ("Grantor"), with principal offices at 5950 Sherry Lane, Ste 500, Dallas, Texas 75225, hereby grants to JPMorgan Chase Bank, as Collateral Agent, with offices at 1111 Fannin, 10<sup>th</sup> Floor, Loan and Agency Services Group, Houston, Texas 77002 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement by and among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 19, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). At the request and expense of the Grantor upon or after the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows.]

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

19th day of December, 2003.

Dr. Pepper Bottling Company of Texas, Grantor

By: William M. Nelson  
Name: William M. Nelson  
Title: V.P.

JPMORGAN CHASE BANK, as Collateral Agent  
and Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

19th day of December, 2003.

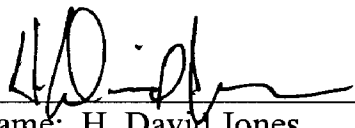
Dr. Pepper Bottling Company of Texas, Grantor

By: \_\_\_\_\_

Name:

Title:

JPMORGAN CHASE BANK, as Collateral Agent  
and Grantee

By:  \_\_\_\_\_

Name: H. David Jones

Title: Vice President

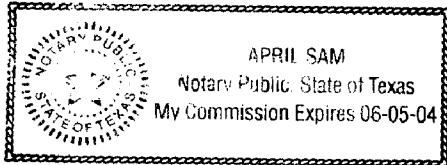
STATE OF TEXAS )  
 ) ss.:  
COUNTY OF DALLAS )

On this 19th day of DEC., 2003, before me personally came WILLIAM M.

NELSON who, being by me duly sworn, did state as follows: that ☒ he is

V.P. of Dr. Pepper Bottling Company of Texas, that ☒ he is authorized to execute  
the foregoing Grant on behalf of said CORPORATION and that [s]he did so by authority of the  
Board of Directors of said CORPORATION

  
Notary Public



STATE OF TEXAS                    )  
  ) ss:  
COUNTY OF HARRIS            )

On this 18<sup>th</sup> day of December , 2003, before me personally came H. David Jones who, being by me duly sworn, did state as follows: that he is Managing Director of JPMorgan Chase Bank, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Ana D. De La Garza  
Notary Public

