

06-07-2004



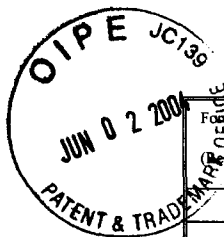
102759790

RECORDATION FORM COVER SHEET

U.S. Department of Commerce

TRADEMARKS ONLY

Patent and Trademark Office



PTO-1594 (6-93)

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

1. Name of conveying party(ies):  
CLIFFSTAR CORPORATION

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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: November 4, 2003

2. Name and address of receiving party(ies):  
Name: WACHOVIA BANK, NATIONAL ASSOCIATION  
as Administrative Agent

Internal Address: 8<sup>th</sup> Floor  
Charlotte Plaza

Street Address: 201 South College Street  
City: Charlotte State: NC ZIP: 28288-0680

Country: U.S.A.

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Bank

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 trademark number(s):  
If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s) See attached	B. Trademark No.(s) See attached
---	-------------------------------------

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Nora A. Whitescarver  
Internal Address: Mayer Brown, Rowe & Maw LLP  
Street Address: 1909 K Street, NW  
City: Washington State: DC ZIP: 20006

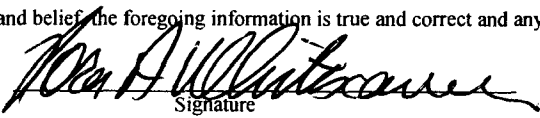
6. Total number of applications and trademarks involved: 18

7. Total fee (37 CFR 3.41): \$465.00  
 Enclosed (Check No. 3142)  
 Authorized to be charged to deposit account

8. Deposit account number:  
(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.

Nora A. Whitescarver            June 2, 2004  
Name of Person Signing      Signature      Date

Total number of pages comprising cover sheet and document attachments: 9

06/04/2004 MGETACHE 00000058 75557447

01 FC:0521  
02 FC:0522

40.00/OP  
425.00/OP

20636163.1 03170320

Schedule I

Trademarks

**Cliffstar Corporation**

Trademark Report by Mark

Printed: 09/25/2000

Page 1

Status: **ACTIVE**

COUNTRY	REFERENCE #	FILED	APPL #	REGDT	REG#	STATUS	CLASSES
<b>BANSHEE</b>							
UNITED STATES	11570.0052-US	09/23/1998	75/557,447			ALLOWED	32, 33
	32 - FRUIT DRINKS AND FRUIT JUICES						
	33 - ALCOHOLIC COCTAIL MIXES						
<b>BERRY-DACTYL</b>							
CANADA	11570.0039-CA	03/13/1998	872098	03/30/2000	526177	REGISTERE	N/A
	N/A - NON-ALCOHOLIC FRUIT DRINKS AND FRUIT JUICES						
UNITED STATES	11570.0007-US	04/06/1993	74/376,551	11/29/1994	1,865,388	REGISTERE	32
	32 - For fruit beverages						
<b>BOUNTY RUNNER</b>							
UNITED STATES	11570.0063-US	01/08/1999	75/617,346				
	32 - NON-ALCOHOLIC COCKTAIL MIXES						
<b>BREAKWATER</b>							
CANADA	11570.0084-CA	07/08/1999	1021618	01/25/2001	540303	REGISTERE	N/A
	N/A - NON-ALCOHOLIC COCKTAIL MIXES						
<b>CLIFFSTAR</b>							
HONDORUS	11570.0107-IN	04/09/2002	5402-2002	03/24/2003	87087	REGISTERE	
<b>COOLY-SAURUS</b>							
CANADA	11570.0040-CA	03/13/1998	872099	03/28/2000	525950	REGISTERE	N/A
	N/A - NON-ALCOHOLIC FRUIT DRINKS AND FRUIT JUICES						
UNITED STATES	11570.0012-US	10/12/1994	74/593,794	10/31/1995	1,931,437	REGISTERE	32
	32 - Fruit drinks						
<b>GOLDEN CROWN</b>							
SOUTH KOREA	11570.0111-KR	06/20/2002	2002-28564			PENDING	32
	32 - LEMON JUICE, PRUNE JUICE, GRAPEFRUIT JUICE, RUBY-RED GRAPEFRUIT JUICE, GRAPE JUICE, WHITE GRAPE JUICE, CRANBERRY JUICE, CRANBERRY-RASPBERRY JUICE, CRANBERRY-GRAPE JUICE						
UNITED STATES	11570.0006-US		72/077,435	07/05/1960	700,638	REGISTERE	46
	46- For non-carbonated fruit juice drink						
UNITED STATES	11570.1120-US	08/31/1972	72/434,383	08/21/1973	966,665	REGISTERE	32
	32-FRUIT JUICE						
UNITED STATES	11570.0105-US	04/13/1990	74/578,659	06/16/1992	1,694,722	REGISTERE	32
	32 - For reconstituted lemon juice						
UNITED STATES	11570.0101-US	12/31/1991	74/229,985	03/07/1995	1,882,418	REGISTERE	32
	32 - RECONSTITUTED LEMON JUICE AND RECONSTITUTED LIME JUICE						
<b>GRAPE-A-DON</b>							
CANADA	11570.0038-CA	03/13/1998	872097	03/30/2000	526176	REGISTERE	N/A
	N/A - NON-ALCOHOLIC FRUIT DRINKS AND FRUIT JUICES						
UNITED STATES	11570.0008-US	04/06/1993	74/376,552	12/27/1994	1,870,758	REGISTERE	32
<b>HARBORSIDE</b>							
CANADA	11570.0034-CA	03/13/1998	872093	03/21/2001	542773	REGISTERE	N/A
	N/A - Fruit juices, non-alcoholic fruit drinks, lemonade, tea-based beverages with fruit flavoring, non-alcoholic cocktail mixers and syrups for making fruit drinks						
UNITED STATES	11570.0032-US	09/23/1998	75/557,980	07/20/1999	2,263,293	REGISTERE	32
	32 - Fruit drinks						
<b>HARBORSIDE CAFÉ</b>							
CANADA	11570.0086-CA	07/29/1999	1024132	08/02/2002	565471	REGISTERE	N/A
	N/A NON-ALCOHOLIC BE VERAGES, NAMELY COFFEE SYRUP						
UNITED STATES	11570.0066-US	02/01/1999	75/631,355	09/12/2000	2,386,486	REGISTERE	30
	32 - Fruit drinks						
Trademark Report by Mark				Printed:	Page 1		
COUNTRY	REFERENCE #	FILED	APPL #	09/25/2000	REG#	STATUS	CLASSES
<b>JUICEY MAGIC</b>							
UNITED STATES	11570.0021-US	05/06/1997	75/287,563	05/23/2000	2,351,102	REGISTERE	32

40089554.1 03170320

32 - FRUIT JUICES

**PIRATE'S PARADISE**

UNITED STATES 11570.0072-US 03/17/1999 75/661,928 01/02/2001 2,418,317 REGISTERE 32

32 - BEVERAGE MIXERS, NAMELY, NON-ALCOHOLIC PEACH DAIQUIRI MARGARITA MIX

**RUGGED SAILS**

UNITED STATES 11570.0071-US 03/17/1999 75/662,317 02/13/2001 2,418,317 REGISTERE 32

32 - NON-ALCOHOLIC COCKTAIL MIXES, NAMELY, RE:SPBERRY DAIQUIRI MARGARITA MIXES

**SABER BLUE TIGER**

CANADA 11570.0035-CA 03/13/1998 872094 03/27/2000 525800 REGISTERE N/A

N/A FRUIT JUICES

UNITED STATES 11570.0031-US 11/21/1997 75/394,245 09/29/1998 2,192,405 REGISTERE 32

32 - For fruit drink

**SEA WITCH**

CANADA 11570.0043-CA 06/16/1998 881440 05/05/2000 527377 REGISTERE N/A

N/A - Non-alcoholic cocktail mixers

**SHANSTAR**

UNITED STATES 11570.0048-US 09/03/1998 75/547,351 10/10/2000 2,394,075 REGISTERE 01

01 - For chemical compound used as an ingredient in the manufacture of food products, beverages, vitamins, personal hygiene products, detergents, toothpaste, germicidal products, anti-oxidant products, and anti-microbial products.

**SPOUTIN' WHALE**

CANADA 11570.0045-CA 06/16/1998 881441 05/20/2000 528563 REGISTERE N/A

N/A - Non-alcoholic cocktail mixers

**STEGASAUROS**

CANADA 11570.0037-CA 03/13/1998 872096 03/27/2000 525798 REGISTERE N/A

N/A - NON-ALCOHOLIC FRUIT DRINKS AND FRUIT JUICES

UNITED STATES 11570.009-US 04/06/1993 74/376,553 12/27/1994 1,870,759 REGISTERE 32

32 - For Fruit beverages

**TRAXX**

CANADA 11570.0033-CA 03/13/1998 872092 03/27/2000 525804 REGISTERE N/A

N/A - NON-ALCOHOLIC DRINKS, NAMELY ISOTONIC DRINKS

UNITED STATES 11570.0026-US 03/13/1997 75/256,726 06/09/1998 2,163,699 REGISTERE 32

32 - For isotonic beverages

END OF REPORT

TOTAL ITEMS SELECTED 31

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 4, 2003 (this "Agreement"), is made between CLIFFSTAR CORPORATION, a Delaware corporation (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 4, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as the Borrower, the Lenders, the Issuers, the Swing Line Lender, the Administrative Agent, Charter One Bank, National Association and AGFirst Farm Credit Bank, each as Documentation Agent, and Harris Trust and Savings Bank, as the Syndication Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Pledge and Security Agreement, dated as of November 4, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (g) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto, 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 of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); 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, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office 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 Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 6. 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, including Article X thereof.

SECTION 7. 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.

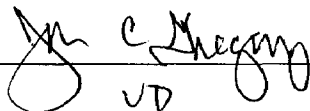
\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

CLIFFSTAR CORPORATION

By:   
Matthew J. Kavanaugh, Chief Financial Officer

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Title: VP

# Schedule I

## Trademarks

### Cliffstar Corporation

Trademark Report by Mark

Printed: 09/25/2000

Page 1

Status: **ACTIVE**

COUNTRY	REFERENCE #	FILED	APPL #	REGDT	REG#	STATUS	CLASSES	
<b>BANSHEE</b>								
UNITED STATES	11570.0052-US	09/23/1998	75/557,447			ALLOWED	32, 33	
	32 - FRUIT DRINKS AND FRUIT JUICES							
	33 - ALCOHOLIC COCKTAIL MIXES							
<b>BERRY-DACTYL</b>								
CANADA	11570.0039-CA	03/13/1998	872098	03/30/2000	526177	REGISTERE	N/A	
	N/A - NON-ALCOHOLIC FRUIT DRINKS AND FRUIT JUICES							
UNITED STATES	11570.0007-US	04/06/1993	74/376,551	11/29/1994	1,865,388	REGISTERE	32	
	32 - For fruit beverages							
<b>BOUNTY RUNNER</b>								
UNITED STATES	11570.0063-US	01/08/1999	75/617,346					
	32 - NON-ALCOHOLIC COCKTAIL MIXES							
<b>BREAKWATER</b>								
CANADA	11570.0084-CA	07/08/1999	1021618	01/25/2001	540303	REGISTERE	N/A	
	N/A - NON-ALCOHOLIC COCKTAIL MIXES							
<b>CLIFFSTAR</b>								
HONDORUS	11570.0107-HN	04/09/2002	5402-2002	03/24/2003	87087	REGISTERE		
<b>COOLY-SAURUS</b>								
CANADA	11570.0040-CA	03/13/1998	872099	03/28/2000	525950	REGISTERE	N/A	
	N/A - NON-ALCOHOLIC FRUIT DRINKS AND FRUIT JUICES							
UNITED STATES	11570.0012-US	10/12/1994	74/593,794	10/31/1995	1,931,437	REGISTERE	32	
	32 - Fruit drinks							
<b>GOLDEN CROWN</b>								
SOUTH KOREA	11570.0111-KR	06/20/2002	2002-28564			PENDING	32	
	32 - LEMON JUICE, PRUNE JUICE, GRAPEFRUIT JUICE, RUBY-RED GRAPEFRUIT JUICE, GRAPE JUICE, WHITE GRAPE JUICE, CRANBERRY JUICE, CRANBERRY-RASPBERRY JUICE, CRANBERRY-GRAPE JUICE							
UNITED STATES	11570.0006-US		72/077,435	07/05/1960	700,638	REGISTERE	46	
	46 - For non-carbonated fruit juice drink							
UNITED STATES	11570.1120-US	08/31/1972	72/434,383	08/21/1973	966,665	REGISTERE	32	
	32-FRUIT JUICE							
UNITED STATES	11570.0105-US	04/13/1990	74/578,659	06/16/1992	1,694,722	REGISTERE	32	
	32 - For reconstituted lemon juice							
UNITED STATES	11570.0101-US	12/31/1991	74/229,985	03/07/1995	1,882,418	REGISTERE	32	
	32 - RECONSTITUTED LEMON JUICE AND RECONSTITUTED LIME JUICE							
<b>GRAPE-A-DON</b>								
CANADA	11570.0038-CA	03/13/1998	872097	03/30/2000	526176	REGISTERE	N/A	
	N/A - NON-ALCOHOLIC FRUIT DRINKS AND FRUIT JUICES							
UNITED STATES	11570.0008-US	04/06/1993	74/376,552	12/27/1994	1,870,758	REGISTERE	32	
<b>HARBORSIDE</b>								
CANADA	11570.0034-CA	03/13/1998	872093	03/21/2001	542773	REGISTERE	N/A	
	N/A - Fruit juices, non-alcoholic fruit drinks, lemonade, tea-based beverages with fruit flavoring, non-alcoholic cocktail mixers and syrups for making fruit drinks							
UNITED STATES	11570.0032-US	09/23/1998	75/557,980	07/20/1999	2,263,293	REGISTERE	32	
	32 - Fruit drinks							
<b>HARBORSIDE CAFÉ</b>								
CANADA	11570.0086-CA	07/29/1999	1024132	08/02/2002	565471	REGISTERE	N/A	
	N/A NON-ALCOHOLIC BEVERAGES, NAMELY COFFEE SYRUP							
UNITED STATES	11570.0066-US	02/01/1999	75/631,355	09/12/2000	2,386,486	REGISTERE	30	
	32 - Fruit drinks							
Trademark Report by Mark				Printed:	Page 1			
COUNTRY	REFERENCE #	FILED	APPL #	09/25/2000	REGDT	REG#	STATUS	CLASSES
<b>JUICY MAGIC</b>								
UNITED STATES	11570.0021-US	05/06/1997	75/287,563	05/23/2000	2,351,102	REGISTERE	32	

40089554.1 03170320

TRADEMARK  
REEL: 002983 FRAME: 0187



32 - FRUIT JUICES

**PIRATE'S PARADISE**

UNITED STATES 11570.0072-US 03/17/1999 75/661,928 01/02/2001 2,418,317 REGISTERE 32

32 - BEVERAGE MIXERS, NAMELY, NON-ALCOHOLIC PEACH DAIQUIRI MARGARITA MIX

**RUGGED SAILS**

UNITED STATES 11570.0071-US 03/17/1999 75/662,317 02/13/2001 2,418,317 REGISTERE 32

32 - NON-ALCOHOLIC COCKTAIL MIXES, NAMELY, RESPBERRY DAIQUIRI MARGARITA MIXES

**SABER BLUE TIGER**

CANADA 11570.0035-CA 03/13/1998 872094 03/27/2000 525800 REGISTERE N/A

N/A FRUIT JUICES

UNITED STATES 11570.0031-US 11/21/1997 75/394,245 09/29/1998 2,192,405 REGISTERE 32

32 - For fruit drink

**SEA WITCH**

CANADA 11570.0043-CA 06/16/1998 881440 05/05/2000 527377 REGISTERE N/A

N/A - Non-alcoholic cocktail mixers

**SHANSTAR**

UNITED STATES 11570.0048-US 09/03/1998 75/547,351 10/10/2000 2,394,075 REGISTERE 01

01 - For chemical compound used as an ingredient in the manufacture of food products, beverages, vitamins, personal hygiene products, detergents, toothpaste, germicidal products, anti-oxidant products, and anti-microbial products.

**SPOUTIN' WHALE**

CANADA 11570.0045-CA 06/16/1998 881441 05/20/2000 528563 REGISTERE N/A

N/A - Non-alcoholic cocktail mixers

**STEGASAURUS**

CANADA 11570.0037-CA 03/13/1998 872096 03/27/2000 525798 REGISTERE N/A

N/A - NON-ALCOHOLIC FRUIT DRINKS AND FRUIT JUICES

UNITED STATES 11570.009-US 04/06/1993 74/376,553 12/27/1994 1,870,759 REGISTERE 32

32 - For Fruit beverages

**TRAXX**

CANADA 11570.0033-CA 03/13/1998 872092 03/27/2000 525804 REGISTERE N/A

N/A - NON-ALCOHOLIC DRINKS, NAMELY ISOTONIC DRINKS

UNITED STATES 11570.0026-US 03/13/1997 75/256,726 06/09/1998 2,163,699 REGISTERE 32

32 - For isotonic beverages

END OF REPORT

TOTAL ITEMS SELECTED 31