

ASSIGNMENT BRANCH
Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, VA 22202-3512

01-07-2005



102828935

FORM 101 P28

Sir: Please record the att:

ing particulars:

Attorney Docket: 2048-001

Registration No.: 661,739

Registration Date: May 13, 1958

Registration Renewed: May 13, 1998

Mark: MALTA CORONA

Assignor: SEVEN-UP/RC BOTTLING COMPANY OF PUERTO RICO, INC.

Assignee: MALTA CORONA, LLC, a New York limited liability company

Address of assignee: 152 Parkville Avenue
Brooklyn, New York 11230

Nature of enclosed document: General Assignment and Bill of Sale

Total number of registrations involved: 1

Amount of fee enclosed: \$40.00
(Please charge any deficiency to deposit account No. 19-0748)

Date of execution of enclosure: December 23, 1999

Certified copy of a Certificate of Good Standing with respect to MALTA CORONA, LLC from the State of New York

All correspondence, including *the recorded document should be sent to the address at the bottom.*

To the best of my knowledge and belief, the foregoing information is true and correct.

Date: December 28, 1999

Name: Martin J. Beran

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MAY 13 1999 VIRGINIA
FBI 10169

Schwelbuer Cornsman Gross & Boodell, 230 Park Avenue, New York, NY 10169

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U.S. Patent & TM Office Mail Room P.O. Box 108

GENERAL ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is entered into this ^{23rd} day of December, 1999 by and between Seven-UP/RC Bottling Company of Puerto Rico, Inc., a Puerto Rico corporation ("Seller"), and Malta Corona LLC ("Purchaser").

WHEREAS, Purchaser and Seller have entered into an Asset Purchase Agreement, dated as of December 17, 1999 (the "Asset Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser has agreed to purchase or acquire from Seller, all of Seller's right, title and interest in, to and under the Trademark and Inventory owned by Seller, together with the goodwill of the business symbolized thereby, the Intellectual Property relating to the Trademark products sold in the Territory, and, on an exclusive basis except for the rights being sold to CCI under the CCI Agreement, the Formula. As used herein, the term (i) "Territory" shall mean the United States and Canada and, to the extent Seller possesses rights therein, the rest of the world, but excludes any and all territories or nations that are included in the CCI Territory, and (ii) "CCI Territory" means Puerto Rico and all Caribbean territories or nations including, without limitation, Puerto Rico, the Bahamas, the Dominican Republic, Haiti, Cuba, Bermuda, the Virgin Islands, Jamaica, the Cayman Islands, the Leeward Islands, the Antilles (Aruba, Curacao and Bonaire, and the Turks & Caicos Islands.

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver to Purchaser the assets described below pursuant to Section 3.02 of the Asset Purchase Agreement and Purchaser desires to accept the sale, transfer, conveyance, assignment and delivery thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser, to the extent transferable or assignable under the terms thereof and under applicable Law and on an "as-is, where-is basis," all of Seller's right, title and interest in, to and under the following assets of Seller, as the same shall exist on the date hereof, and no others: (i) the "MALTA CORONA" trademark (and the United States Registration therefor, Number 661,739), the associated goodwill and any and all rights corresponding thereto anywhere in the Territory (excluding the Puerto Rico Registration rights in the CCI Territory), and the common law trademark in Canada, together with the goodwill associated therewith, (ii) the Inventory, (iii) the Formula (excluding the rights granted to CCI under the CCI Agreement) and (iv) the Intellectual Property relating to the Trademark Products sold in the Territory (it being understood that the Intellectual Property relating to the Trademark Products sold in the CCI

Territory is being sold to CCI under the CCI Agreement) (collectively, the "Assigned Assets"), TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of the Assigned Assets, on an "as-is, where-is basis" and on the terms set forth in the Asset Purchase Agreement.

Seller represents, warrants, covenants and agrees that it: (a) has title to the Assigned Assets free and clear of all Liens; and (b) will warrant and defend the sale of the Assigned Assets against any of Seller's secured lenders under the Credit Agreement claiming against any or all of the same, subject to the terms and provisions of the Asset Purchase Agreement. The representations and covenants contained in this paragraph shall expire on the one year anniversary of the Closing Date.

At any time or from time to time after the date hereof, at Purchaser's request and without further consideration, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Assigned Assets, and, to the full extent permitted by Law, to put Purchaser in actual possession and operating control of the Assigned Assets and to assist Purchaser in exercising all rights with respect thereto.

Seller hereby constitutes and appoints Purchaser the true and lawful attorney of Seller, with full power of substitution, in the name of Seller or Purchaser, but on behalf of and for the benefit of Purchaser: (a) to demand and receive from time to time any and all of the Assigned Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all Actions or Proceedings that Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assigned Assets; (c) to defend or compromise any or all Actions or Proceedings in respect of any of the Assigned Assets; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Purchaser shall reasonably deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. Purchaser shall indemnify and hold harmless the Seller Parties from any and all losses caused by or arising out of any breach of Law by Purchaser in its exercise of the aforesaid powers.

This General Assignment and Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This General Assignment and Bill of Sale shall become effective upon the execution of a counterpart hereof by each of the parties hereto and delivery by each of the parties hereto of executed counterparts hereof to each of the other parties to this General Assignment and Bill of Sale. Delivery of an executed counterpart of a signature page of this General Assignment and Bill of Sale


by telecopy shall be effective as delivery of a manually executed counterpart of this General Assignment and Bill of Sale.

This General Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this General Assignment and Bill of Sale in order for this General Assignment and Bill of Sale to be effective in any respect, then the laws of such other jurisdiction shall govern this General Assignment and Bill of Sale to such extent.

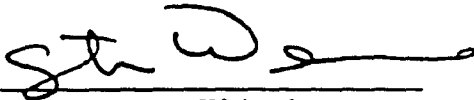
[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this General Assignment and Bill of Sale on the day and year first above written.

SEVEN-UP/RC BOTTLING COMPANY
OF PUERTO RICO, INC.

By: 
Name: Kevin M. Coffey
Title: Vice President

MALTA CORONA LLC

By: 
Name: Steven Weinreb
Title:

State of New York } ss:
Department of State

I hereby certify, that MALTA CORONA, L.L.C. a NEW YORK limited liability company filed a Certificate of Articles of Organization pursuant to section 203 of the Limited Liability Company Law on 10/13/1999, and that the limited liability company is subsisting so far as shown by the records of the Department.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 17th day of December
one thousand nine hundred and
ninety-nine.*

A handwritten signature in cursive script, appearing to read "J. Leub", is written over a horizontal line.

Special Deputy Secretary of State

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