

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Pledge of Trademarks as Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reggae Imports Ltd.		02/10/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Siemens Financial Services, Inc.
Street Address:	170 Wood Avenue South
City:	Iselin
State/Country:	NEW JERSEY
Postal Code:	08830
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1505047	BEST HEALTH'S
Registration Number:	2634498	2¢ PLAIN
Registration Number:	2265145	ALL NATURAL GOURMET
Registration Number:	2058015	BEST HEALTH'S SQUEEZ'R
Registration Number:	2318421	BROOKLYN BOTTLING CORP.
Registration Number:	2633599	DULCE DE LECHE
Registration Number:	2624026	EL MORRITO
Registration Number:	2733864	SQUEEZ'R

CORRESPONDENCE DATA	
Fax Number:	(973)966-1015
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-966-8337
Email:	jhyde@pitneyhardin.com
Correspondent Name:	Julie Ann Hyde
Address Line 1:	200 Campus Drive

OP \$215.00 1505047

Address Line 4: Florham Park, NEW JERSEY 07932

NAME OF SUBMITTER:

Julie Ann Hyde

Signature:

/Julie Ann Hyde/

Date:

03/23/2005

Total Attachments: 12

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Prepared by, Record and Return to:  
MICHAEL P. TURNER, ESQ.  
Pitney Hardin LLP  
P.O. Box 1945  
Morristown, NJ 07962-1945

**PLEDGE OF TRADEMARKS AS SECURITY**

This Pledge of Trademarks as Security ("Pledge") made as of the 10<sup>th</sup> day of February, 2005, by **REGGAE IMPORTS LTD.**, a corporation of the State of New York, having its principal place of business at 1900 Linden Boulevard, Brooklyn, New York 11207 ("Pledgor"), and delivered to **SIEMENS FINANCIAL SERVICES, INC.**, having a location at 170 Wood Avenue South, Iselin, New Jersey 08830 ("Lender").

**WITNESSETH:**

**WHEREAS**, Pledgor has adopted, used or is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedules "A-1" and "A-2" annexed hereto (all such marks or names hereinafter referred to as the "Trademarks"), as evidenced by (with respect to the Trademarks listed on Schedule A-1) records in the United States Patent and Trademark Office; and

**WHEREAS**, Pledgor is the owner of and has exclusive right, title and interest in and to said Trademarks; and

**WHEREAS**, Lender is contemporaneously herewith entering into an Amended and Restated Loan and Security Agreement with Pledgor and certain affiliates of Pledgor, as amended and supplemented from time to time (the "Loan Agreement") pursuant to which loans and advances may be made by Lender to Pledgor and certain of its affiliates (hereinafter collectively referred to as the "Loan") and certain other documents and agreements relating thereto (collectively, the "Loan Documents"); and

**WHEREAS**, Lender desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Pledgor associated therewith and represented thereby, as security for the Loan and all other obligations of Pledgor to Lender related thereto, and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may record in the United States Patent and Trademark Office.

**NOW THEREFORE**, in consideration of the foregoing premises and mutual promises herein contained, Pledgor and Lender, intending to be legally bound, hereby covenant and agree as follows (all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement):

**1. Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Pledgor grants a lien and security interest to the Lender in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Pledgor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

**2. Representations and Warranties.** The Pledgor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Pledgor, have not been adjudged invalid or unenforceable, and to the best of the Pledgor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks listed on Schedule A-1 is valid and enforceable; (c) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Pledgor not to sue third persons; (d) the Pledgor has the unqualified right to enter into this Agreement and perform its terms; (e) the Pledgor has used, and will continue to use for the duration of this Pledge, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks material to its business; (f) the Pledgor has used, and will continue to use for the duration of this Pledge, consistent standards of quality in products leased or sold under the Trademarks; (g) the Pledgor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks material to its business may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify Lender immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur; (h) the Pledgor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks and the interests granted herein; and (i) the Pledgor has identified, in a separate writing deliver to the Lender, which Trademarks listed on Schedule A-1 and A-2 annexed hereto are, as of the date of this Agreement, material to Pledgor's business.

**3. Verification of Quality Control.** The Pledgor hereby grants to the Lender and its employees and agents the right to visit the Pledgor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto upon reasonable advance notice, at reasonable times during regular business hours to ensure the Pledgor's compliance with paragraph 2(f) above. Any such inspections shall, so long as there has occurred no default hereunder or Event of Default under the Loan Documents, be conducted in such a manner so as to minimize any disruption of Pledgor's ordinary business activities.

**4. Covenants.** The Pledgor further covenants that until all of the Obligations have been satisfied in full, unless Lender gives its prior written consent to the contrary: (a) the Pledgor shall maintain the Trademarks material to its business in full force and effect to the extent necessary

for Pledgor's business in the ordinary course; (b) the Pledgor will not enter into any agreement, including without limitation, any license agreement, which is inconsistent with the Pledgor's obligations under this Pledge or which restrict or impair the Lender's rights hereunder; (c) if the Pledgor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Pledge shall automatically apply thereto and the Pledgor shall give the Lender prompt written notice thereof along with an amended Schedule A. If the Pledgor determines, in the exercise of its reasonable good faith determination, that one or more Trademarks listed on Schedule A-1 and/or Schedule A-2 are no longer material to Pledgor's business, it shall notify the Lender of such determination, which notice shall be accompanied by documentation supporting such determination. Such notification shall also include a request by Pledgor that the Lender consent to such determination, which consent shall not be unreasonably withheld.

**5. Use of Trademarks.** So long as this Pledge is in effect and so long as the Pledgor has not received notice from the Lender that an Event of Default has occurred under the Loan Documents and that the Lender has elected to exercise its rights to assignment hereunder, the Pledgor shall continue to have the exclusive right to use the Trademarks in the ordinary course of business, including the right to enter into agreements and licenses thereof, or pertaining thereto.

**6. Negative Pledge.** The Pledgor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Lender. The Pledgor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks and upon Lender's request will defend the right, title and interest of the Lender in and to any of the Pledgor's rights under the Trademarks against the claims or demands of all persons whatsoever.

**7. No Additional Trademarks.** As of the date hereof, the Pledgor does not have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

**8. Pledge of Additional Trademarks.** In the event the Pledgor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Pledgor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Pledgor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Lender thereof, and, upon request of the Lender shall promptly, but in no event more

than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's interest in such Trademark and the goodwill of the Pledgor associated thereto or represented thereby. The Pledgor hereby grants the Lender a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Pledge by amending Schedule A to include any future Trademarks or licenses including, without limitation, registrations or applications appurtenant thereto, covered by this Agreement. Lender shall endeavor to deliver to Pledgor any such amendments or modifications within a reasonable period of time after such amendments or modifications are executed pursuant to said power of attorney, provided, however, Lender's failure to do so shall not result in a claim or cause of action by Pledgor against Lender.

**9. Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while either the Pledgor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Pledgor hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Pledgor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to itself or to anyone else. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Pledge and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Pledgor expressly acknowledges that this Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Lender such documents as the Lender shall reasonably request to permanently assign all rights in the Trademarks to the Lender, which documents shall be held by the Lender, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Lender may, at its sole option, record such documents with the Patent and Trademark Office.

**10. Subject to Loan Agreement.** This Pledge shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

**11. Inconsistent with Loan Agreement.** All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan

Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control. The terms and conditions of the Loan Agreement are hereby incorporated herein by reference.

**12. Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Lender shall execute and deliver to the Pledgor all documents necessary to re-vest all rights in and to the Trademarks in the Pledgor and/or terminate any interest of the Lender therein.

**13. Prosecution of Trademark Applications.** (a) Subject to the terms of the Loan Documents, the Pledgor shall have the duty to prosecute diligently any Trademark application with respect to the Trademarks material to its business pending as of the date of this Pledge or thereafter, until the Obligations shall have been satisfied in full, to preserve and diligently maintain all rights in the registration and grant of the Trademarks material to its business to halt any infringement of the Trademarks material to its business and upon reasonable request of the Lender, the Pledgor shall make federal application on registerable but unregistered trademarks belonging to the Pledgor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Pledgor. The Pledgor shall not abandon any Trademark without the written consent of the Lender.

(b) The Pledgor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if the Pledgor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if (i) the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder, or (ii) if Lender determines, in its sole discretion, that it is or may be subject to a risk of liability as a result of such joinder, Lender may be joined as a nominal party if it is indemnified, to its satisfaction, and such indemnity obligation shall be collateralized in a manner and with collateral that is satisfactory, in all respect, to Lender. The Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Lender in the fulfillment of the provisions of this paragraph and all other actions and conduct of the Pledgor with respect to the Trademarks during the term of this Agreement.

**14. Responsibility and Liability.** The Pledgor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Pledgor in connection with any of the Trademarks or otherwise arising out of the Pledgor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Lender under any license for any sum owing thereunder, or to enforce any provisions of such license, the Pledgor will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Pledgor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Pledgor, and all such Obligations of the Pledgor

shall be and remain enforceable against and only against the Pledgor and shall not be enforceable against the Lender.

**15. Lender's Rights.** The Lender may, in its sole discretion, pay any amount or do any act required of the Pledgor hereunder or requested by the Lender to preserve, defend, protect, maintain, record or enforce the Pledgor's obligations contained herein, the Obligations of the Pledgor to the Lender, the Trademarks or the right, title and interest granted the Lender herein, and which the Pledgor fails to do or pay, and any such payment shall be deemed an advance by the Lender to the Pledgor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

**16. Protection of the Trademarks.** The Pledgor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Pledgor shall promptly notify the Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Lender, shall join with the Lender, at the Pledgor's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Pledgor from bringing an action against a person for the protection of the Pledgor's interest in and to such Trademarks.

**17. Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Pledgor hereunder, in the Pledgor's name or in the Lender's name, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.

**18. Governing Law.** THIS PLEDGE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

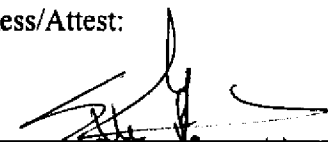
**19. Counterparts.** This Pledge may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Pledge by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Pledge by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

**[END OF TEXT; SIGNATURE PAGE FOLLOWS]**

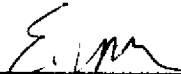


WITNESS the due execution hereof as a document under seal, as of the date first written above.

Witness/Attest:

By:   
Name: Eddy R Saldana  
Title: President's Assistant

**REGGAE IMPORTS LTD.**

By:   
Name: Eric Miller  
Title: President

**SIEMENS FINANCIAL SERVICES, INC.**

By: \_\_\_\_\_  
Name: Mark J. Picillo  
Title: Vice President

STATE OF NEW YORK) :  
                  KING) : SS.  
COUNTY OF NEW YORK) :

BE IT REMEMBERED, that on this 9<sup>th</sup> day of February, 2005, before me, the undersigned notary public, personally appeared ERIC MILLER who acknowledged himself to be the President of REGGAE IMPORTS LTD., a New York corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company.

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

By Rebecca G. Goldstein  
Notary Public  
My Commission Expires:

REBECCA G. GOLDSTEIN  
Notary Public, State of New York  
No. 01-G04814490  
Qualified in Nassau County  
Commission Expires 2.28.2007

WITNESS the due execution hereof as a document under seal, as of the date first written above.

Witness/Attest:

**REGGAE IMPORTS LTD.**

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

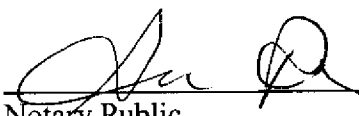
By: \_\_\_\_\_  
Name: Eric Miller  
Title: President

**SIEMENS FINANCIAL SERVICES, INC.**

By: Frank Amodio  
Name: Frank Amodio – VP Credit

STATE OF New Jersey) :  
: SS.  
COUNTY OF Middlesex) :

BE IT REMEMBERED, that on this 28<sup>th</sup> day of February, 2005, before me the subscriber, a notary public, personally appeared Frank Amodio, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a Vice President of Siemens Financial Services, Inc., the company named in the within instrument; that the execution as well as the making of this instrument, has been duly authorized and said instrument signed and delivered by said Vice President as and for the voluntary act and deed of Siemens Financial Services, Inc.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

GEORGE A. ABREU  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12-20-2008

**SCHEDULE A-1 TO**  
**TRADEMARKS AS SECURITY**

**TRADEMARKS**  
**(Registered/Filed)**

Trademark	Application or Registration Number	Registration or Filing Date
BEST HEALTH'S	1505047	09/20/1988

**TRADEMARKS (as successor in interest to Brooklyn Bottling Corp. by Merger)**  
**(Registered/Filed)**

Trademark	Application or Registration Number	Registration or Filing Date
2¢ PLAIN	2634498	10/15/2002
ALL NATURAL GOURMET	2265145	07/27/1999
BEST HEALTH'S SQUEEZ'R	2058015	04/29/1997
BROOKLYN BOTTLING CORP.	2318421	02/15/2000
DULCE DE LECHE	2633599	10/08/2002
EL MORRITO	2624026	09/24/2002
SQUEEZ'R	2733864	07/08/2003

**SCHEDULE A-2 TO PLEDGE OF TRADEMARKS AS SECURITY**

**TRADEMARKS  
(Common Law)**

Trademark	Status
NONE	

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