

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soma Beverage Company, LLC		04/30/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Otsuka America, Inc.		
Street Address:	One Embarcadero Center, Suite 2020		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78330060	METROMINT	
Serial Number:	78370698	M METROMINT	
Serial Number:	78370679	METROMINT PEPPERMINT WATER	
Serial Number:	78370599	METROMINT PEPPERMINT WATER	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Claudia R Immerzeel		
Signature:	/Claudia R Immerzeel/		

OP \$115.00 78330060

Date:

05/04/2005

Total Attachments: 4

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Agreement") is entered into this 30th day of April 2005, 2005 by and between SOMA BEVERAGE COMPANY, LLC, a Delaware limited liability company ("Grantor"), and OTSUKA AMERICA, INC., a Delaware corporation (the "Lender").

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the Trademarks (as defined below);

WHEREAS, in order to induce the Lender to enter into that certain Loan and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan and Security Agreement"); and

WHEREAS, pursuant to the Loan and Security Agreement, Grantor is required to execute and deliver to the Lender certain other agreements and documents as requested by Lender, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof (the "Trademarks");

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

2. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender and Grantor with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. To the extent required under the Loan and Security Agreement, Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 3, Grantor hereby authorizes the Lender unilaterally to modify this Agreement

by amending Schedule 1 to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

4. COUNTERPARTS; ELECTRONIC EXECUTION. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other similar electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other similar electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver such original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by a
authorized officer of Grantor.

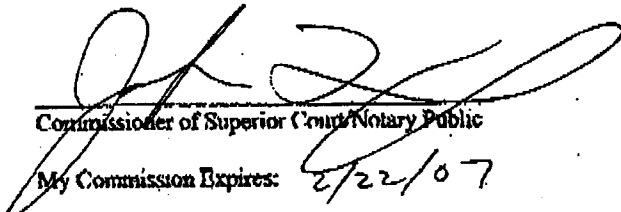
SOMA BEVERAGE COMPANY, LLC

By: 
Name: David Scott Llewellyn (aka Scott Lowe)
Title: Authorized Representative

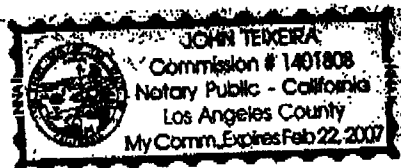
STATE OF CALIFORNIA)
) ss:
COUNTY OF Los Angeles)

On this the 2nd day of April, 2005, before me, personally appeared David Scott Llewellyn who, being by me duly sworn, did depose and say that she/he is the authorized representative of Soma Beverage Company, LLC, the limited liability company described in, and which executed the above instrument, and that she/he as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand


Commissioner of Superior Court/Notary Public

My Commission Expires: 2/22/07



SCHEDULE 1

TO

TRADEMARK COLLATERAL SECURITY AGREEMENT

Soma Beverage Company, LLC

Trademarks

COUNTRY	TRADEMARK/ SERVICE MARK	CLASS/GOODS AND SERVICES	STATUS	SERIAL NO./ REG. NO.	FILING DATE/ REG. DATE
US	METROMINT	Class 32—Flavored drinking water, names, water flavored with mint	Pending. PTO Registration review completed; registration will issue in due course	78/330,060	11/19/03
US	METROMINT & Design	Class 32—Flavored Water	Pending. PTO final review prior to publication has been completed; application will be published for opposition in due course	78/370,698	2/19/04
US	METROMINT Peppermint Water	Class 32—Mint water	Intentionally abandoned by Applicant as redundant to METROMINT & Design application (Ser. No. 78/3760,698)	78/370,679	2/19/04
US	METROMINT Peppermint Water	Class 32—ready to drink bottle of mint water	Intentionally abandoned by Applicant after receiving PTO office action refusing registration based on non-registerability of matter (bottle design).	78/370,599	2/19/04