

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper, Inc.		08/24/2005	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Tampico Beverages Inc
<b>Also Known As:</b>	AKA Marbo, Inc. Marbo Columbia, Inc., and their affiliates
<b>Street Address:</b>	3106 North Campbell Ave.
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60618
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1602666	TAMPICO
Registration Number:	1994123	TAMPICO
Registration Number:	2025217	TAMPICO
Registration Number:	1921088	TAMPICO
Registration Number:	1626204	TAMPICO CITRUS PUNCH
Registration Number:	1994132	TAMPICO
Registration Number:	1951753	TAMPICO
Registration Number:	1962382	TAMPICO
Registration Number:	2066667	TARUMBA
Registration Number:	1967342	PUNCH UP
Serial Number:	74256634	ORLANDO SUN
Serial Number:	75776680	MAKE YOUR HOME A TAMPICO HOME!

**CORRESPONDENCE DATA**

**900031524**

**TRADEMARK  
 REEL: 003153 FRAME: 0779**

**CH \$315.00 1602666**

Fax Number: (202)639-7090  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (202)639-7352  
Email: davidmi@ffhsj.com  
Correspondent Name: Michael David  
Address Line 1: 1001 Pennsylvania Ave. NW Suite 800  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2505

NAME OF SUBMITTER:	Michael David
Signature:	/Michael David/
Date:	09/06/2005

Total Attachments: 3  
source=Tampico Security Assignment#page1.tif  
source=Tampico Security Assignment#page2.tif  
source=Tampico Security Assignment#page3.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of 24 August 2005, by Lehman Commercial Paper, Inc. as agent for the Lenders ("Agent"), grants a release of security interest in trademarks to Tampico Beverages Inc. (f/k/a Marbo, Inc., Marbo Columbia, Inc., and their affiliates) (collectively, the "Borrower") as follows:

WHEREAS, Borrower and Agent, among other parties, are parties to a certain Credit Agreement (as amended, restated, or otherwise modified, the "Credit Agreement"; defined terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement), and Guarantee and Collateral Agreement, each dated as of November 18, 1999 (as amended, restated, or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Borrower and Agent entered into a Trademark Collateral Security Agreement dated November 18, 1999 (the "Trademark Security Interest Agreement") by which Borrower granted to Agent a continuing security interest in, and continuing lien upon, all right, title and interest of Borrower in and to the Trademark Collateral, as such term is defined in the Trademark Security Interest Agreement, including the trademarks and service marks listed on the attached **Schedule A**, which Trademark Security Interest Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 18, 2000 at Reel/Frame No. 2036/0625; and

WHEREAS, pursuant to the Security Agreement, Borrower has fulfilled its obligations and commitments and Agent has agreed to release its continuing security interest in, and continuing lien upon, and assign to Borrower any and all interest it may have in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Agent hereby releases its continuing security interest in, and continuing lien upon, and assigns to Borrower its entire right, title and interest in, if any, all Trademark Collateral.
2. This RELEASE OF SECURITY INTEREST IN TRADEMARKS has been executed and delivered by Agent for the purpose of releasing, removing, or otherwise eliminating the Trademark Security Interest Agreement in favor of Agent in the Trademark Collateral that has been filed with the United States Patent and Trademark Office and, to the extent required, any other such offices in other countries of the world. All of Borrower's obligations under the Trademark Security Interest Agreement are thus terminated as of the date first set forth above.
3. At the Borrower's expense, Agent has a continuing obligation to sign all agreements and documents necessary to carry out this Agreement and the obligations herein.
4. This Agreement shall be binding upon Agent's successors and assigns.



**Schedule A**

**Trademark**

TAMPICO Word (cl 32)	1,602,666
TAMPICO Word (cl 32, carbonated)	1,994,123
TAMPICO Word (cl 30, frozen confections)	2,025,217
TAMPICO Word (cl 30, flavored ice)	1,921,088
TAMPICO Citrus Punch + Device (cl 32)	1,626,204
TAMPICO + Device (cl 32 carbonated beverages)	1,994,132
TAMPICO + Device (cl 30 flavored ice)	1,951,753
TAMPICO + Device (cl 30 frozen confections)	1,962,382
TARUMBA (cl 32)	2,066,667
PUNCH UP (cl 30)	1,967,342

**Trademark  
Registration No.**

**Trademark**

ORLANDO SUN (cl 32)	74/256,634
"Make You Home a Tampico Home (word) (cl 32)	75,776,680

**Trademark  
Application Nos.**