

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tampico Beverages Inc		08/04/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Scotland PLC, as collateral agent		
<b>Street Address:</b>	101 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10178		
<b>Entity Type:</b>	Banking Corporation:		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2442059	MAKE YOUR HOME A TAMPICO HOME!	
Registration Number:	2585537	ORLANDO SUN	
Registration Number:	1626204	TAMPICO CITRUS PUNCH	
Registration Number:	1602666	TAMPICO	
Registration Number:	2509956	TAMPICO	
Registration Number:	2918192		
Registration Number:	2918193		
Registration Number:	2920057		
Registration Number:	2920058		
Registration Number:	2920059		
Registration Number:	2918194		
Registration Number:	2918195		
Serial Number:	78510180	TAMPICO	

**CH \$340.00 2442059**

**CORRESPONDENCE DATA**

**900032832**

**TRADEMARK  
 REEL: 003165 FRAME: 0675**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	09/27/2005

**Total Attachments: 5**  
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## **TRADEMARK SECURITY AGREEMENT**

**TRADEMARK FIRST AGREEMENT**, (the "Agreement") dated as of August 4, 2005, is made between Tampico Beverages Inc., an Illinois corporation, and Tampico USA Sales, Inc., (each individually a "Grantor" and together, the "Grantors"), and the Royal Bank of Scotland plc, as collateral agent (together with its successors, in such capacity, the "Collateral Agent").

### **WITNESSETH:**

WHEREAS, the Grantors are party to the Guarantee and Collateral Agreement, dated August 4, 2005 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises, Grantors and Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantors:

(a) Trademarks of such Grantors listed on Schedule I attached hereto; provided, however, that to the extent the security interest granted hereunder would cause the invalidation of any U.S. Trademark or service mark application which is the subject of the grant, such security interest shall not be effective against such trademark or service mark application, and the Collateral Agent shall not records its security interest in such trademark or service mark application, in each case until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office;

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the pro-

visions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

[signature page follows]

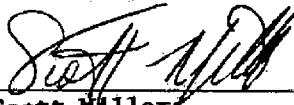
IN WITNESS WHEREOF, the Grantor(s) has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very Truly Yours,

TAMPICO BEVERAGES INC

By:   
Name: **Scott Miller**  
Title: **CEO**

TAMPICO U.S.A. SALES, INC.

By:   
Name: **Scott Miller**  
Title: **Chief Executive Officer**

[Trademark Security Agreement Signature Page]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS**  
Registrations

Owner	Registration Number	Trademark
Tampico Beverages Inc.*	2442059	MAKE HOME A TAMPICO HOME!
Tampico Beverages Inc.*	2585537	ORLANDO SUN
Tampico Beverages Inc.*	1626204	TAMPICO CITRUS PUNCH
Tampico Beverages Inc.*	1602666	TAMPICO
Tampico Beverages Inc.*	2509956	TAMPICO
Tampico Beverages Inc.*	2918192	DESIGN ONLY
Tampico Beverages Inc.*	2918193	DESIGN ONLY
Tampico Beverages Inc.*	2920057	DESIGN ONLY
Tampico Beverages Inc.*	2920058	DESIGN ONLY
Tampico Beverages Inc.*	2920059	DESIGN ONLY
Tampico Beverages Inc.*	2918194	DESIGN ONLY
Tampico Beverages Inc.*	2918195	DESIGN ONLY
Tampico Beverages Inc.*	56527 (Puerto Rico)	TAMPICO LEOPARD
Tampico Beverages Inc.*	56529 (Puerto Rico)	TAMPICO MONKEY
Tampico Beverages Inc.*	56530 (Puerto Rico)	TAMPICO PARROT
Tampico Beverages Inc.*	56528 (Puerto Rico)	TAMPICO TOUCAN

\* Formerly known as Marbo, Inc.

Applications:

Owner	Registration Number	Trademark
Tampico Beverages Inc.*	78-510180	TAMPICO

\*Formerly known as Marbo, Inc.