

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Grant of Security Interest in Certain Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compass Bank		10/04/2005	Association: ALABAMA
RECEIVING PARTY DATA			
Name:	North American Beverages, Ltd.		
Street Address:	720 Jewel Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76712		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0164168	NU GRAPE A FLAVOR YOU CAN'T FORGET	
Registration Number:	1628540	BIG RED	
Registration Number:	2171324	NESBITT'S	
CORRESPONDENCE DATA			
Fax Number:	(214)746-8516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rb.ramsey@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o RB Ramsey		
Address Line 1:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	78294.0005		
NAME OF SUBMITTER:	RB Ramsey		
Signature:	/RB Ramsey/		

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Date:

10/05/2005

Total Attachments: 5

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**RELEASE OF GRANT OF SECURITY INTEREST
IN CERTAIN TRADEMARKS**

This Release of Grant of Security Interest in Certain Trademarks (this "Release") is made and entered into this 4th day of October, 2005 by and between North American Beverages, Ltd., a Texas Limited Partnership whose address is 720 Jewel Drive, Waco, Texas 76712 (the "Borrower") and Compass Bank, an Alabama Association whose address is 1227 N. Valley Mills Drive, Waco, Texas 76710 (the "Lender").

W I T N E S S E T H:

WHEREAS, the Lender has recorded a security interest in Borrower's Trademarks set forth in Schedule A hereto (the "Trademarks") pursuant to that certain Grant of Security Interest dated August 30, 1999 between Compass Bank and Lender (the "Grant of Security Interest");

WHEREAS, such security interests were recorded in the Assignment Division of the United States Patent and Trademark Office, on September 22, 1999, at Reel 1965, Frame 0679;

WHEREAS, all liens associated with the filing of the Grant of Security Interest were extinguished and returned to the Borrower, as evidenced in a letter dated September 29, 2005 from the Lender to Weil, Gotshal & Manges LLP; and

WHEREAS, the Borrower wishes to record the release of the security interest of the Lender granted under the Grant of Security Interest in connection with the Trademarks, and the Lender has agreed to execute such release documentation.

NOW THEREFORE, in consideration of the foregoing, the parties to this Release intending to be legally bound, agree as follows.

1. The Lender hereby releases in its entirety any and all security interests it has in the Trademarks, and the Lender hereby agrees, at the expense of the Borrower, to take any actions and to execute any further documents necessary or reasonably requested by the Borrower to effectuate or evidence such release, including, but not limited to, the execution and delivery of those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law.

2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release.

3. This Release shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of law principles thereof.

4. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

5. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.


6. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

* * * * *

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IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

COMPASS BANK

By: 
Name: DAVID G. HICKS
Title: CITY PRESIDENT

NORTH AMERICAN BEVERAGES, LTD.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

COMPASS BANK

By: _____
Name: _____
Title: _____

NORTH AMERICAN BEVERAGES, LTD.

By: Marcus Fowler
Name: MARCUS FOWLER
Title: PRES. / COO

SCHEDULE A

REGISTERED U.S. TRADEMARKS

TRADEMARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE	FILING DATE
NU GRAPE A FLAVOR YOU CAN'T FORGET	0164168	2/13/1923	2/12/1922
BIG RED	1628540	12/18/1990	11/24/1982
NESBITT'S	2171324	7/7/1998	6/20/1997