

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Big Train, Inc.		05/01/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	76623440	20 BELOW
Serial Number:	78719627	KIDZ KREAMZ
Serial Number:	78582505	SKINNY MINNIE
Registration Number:	2083761	BIG TRAIN
Registration Number:	2526555	CHAI ME
Registration Number:	2757368	CHAMBA CHAI
Registration Number:	2818915	DRINK CHAI, EMBRACE LIFE...
Registration Number:	2552139	EASTERN CHAI
Registration Number:	2128070	JE MARI'S
Registration Number:	2361511	JOIN THE ICE RAGE
Registration Number:	2725561	LOCO COCOA
Registration Number:	2086956	ST. MORITZ
Registration Number:	2546114	STEAM ENGINE
Registration Number:	2637192	UBATUBA

**CH \$365.00 76623440**

CORRESPONDENCE DATA

Fax Number: (312)577-4565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3125778265  
Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten Muchin  
Address Line 1: 525 W Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00217
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	05/04/2006

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2006, is between **BIG TRAIN, INC.**, a Delaware corporation (the “**Grantor**”) and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the “**Grantee**”) for the benefit of Agent and Lenders (as such terms are hereinafter defined).

### RECITALS

**WHEREAS**, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark licenses listed on Schedule I annexed hereto;

**WHEREAS**, Grantor (the “**Borrower**”), has entered into that certain Credit Agreement dated as of May 1, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, the other Credit Parties party thereto, General Electric Capital Corporation, as agent (“**Agent**”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), and as a Lender, and the other Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of May 1, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, as a “**Debtor**”, the other “**Debtors**” party thereto and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “**Liabilities**” (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule I and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

BIG TRAIN, INC., a Delaware corporation

By:   
Name: Michael Quinn  
Title: CEO

IN WITNESS WHEREOF, Grantee has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent for the benefit of  
Lenders

By: Maura Fitzgerald  
Name: Maura Fitzgerald  
Its: Duly Authorized Signatory

**EXHIBIT A****TRADEMARKS**

United States Trademarks Pending				
Trademark	Status	Application No.	Filing Date	Goods
20 BELOW	Pending; Allowed	76/623,440	06-Dec-2004	Powdered chocolate mix for making a frozen beverage
KIDZ KREAMZ	Pending	78/719,627	23-Sep-2005	A powdered mix for making a milkshake
SKINNY MINNIE	Pending; Allowed	78/582,505	08-Mar-2005	Powdered mix for making a frozen dessert

United States Trademarks Registered						
Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Goods
BIG TRAIN	Registered	75/133,678	15-Jul-1996	2,083,761	29-Jul-1997	Non-alcoholic coffee-based drink
CHAI ME	Registered	75/783,034	24-Aug-1999	2,526,555	08-Jan-2002	Tea and flavored tea
CHAMBA CHAI	Registered	76/419,073	10-Jun-2002	2,757,368	26-Aug-2003	Powdered tea beverage mix
DRINK CHAI, EMBRACE LIFE	Registered	76/436,268	30-Jul-2002	2,818,915	02-Mar-2004	Tea
EASTERN CHAI	Registered	76/134,830	20-Sep-2000	2,552,139	26-Mar-2002	Tea
JE MARI'S	Registered	75/030,056	08-Dec-1995	2,128,070	13-Jan-1998	Frozen desserts, namely, frozen yogurt
JOIN THE ICE RAGE	Registered	75/568,205	09-Oct-1998	2,361,511	27-Jun-2000	Non-alcoholic coffee-based drinks
LOCO COCOA	Registered	76/322,932	09-Oct-2001	2,725,561	10-Jun-2003	Powdered hot chocolate beverage mix
ST. MORITZ	Registered	75/030,057	08-Dec-1995	2,086,956	12-Aug-1997	Frozen desserts, namely frozen yogurt
STEAM ENGINE	Registered	76/027,197	17-Apr-2000	2,546,114	12-Mar-2002	Non-alcoholic tea and coffee-based beverages
UBA TUBA	Registered	76/282,210	09-Jul-2001	2,637,192	15-Oct-2002	Powdered coffee mix

**EXHIBIT A**

**TRADEMARKS (continued)**

Canadian Trademarks						
Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Goods
BIG TRAIN	Registered	1149015	07-Aug-2002	604762	10-Mar-2004	Tea, tea drinks, flavored tea, non-alcoholic coffee-based drinks, powdered smoothie mixes, powdered coffee chocolate mixes, flavored syrups for coffee or hot or cold non-alcoholic beverages
CHAI ME	Registered	1149013	07-Aug-2002	613883	30-Jun-2004	Tea and flavored tea
JOIN THE ICE RAGE	Registered	1149014	07-Aug-2002	604761	10-Mar-2004	Non-alcoholic coffee-based drinks

New Zealand Trademarks						
Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Goods
BIG TRAIN	Registered	657685	24-May-2002	657685	28-Nov-2002	Ice blended coffee
CHAI ME	Registered	657684	24-May-2002	657684	28-Nov-2002	Ice blended coffee
JOIN THE ICE RAGE	Registered	657686	24-May-2002	657686	28-Nov-2002	Ice blended coffee

**Common-Law Trademarks**

Big Train, Inc. Logo (in circle)  
SKINNY MINNIE Logo (with dessert cup)  
Chai cup & saucer Logo (on boxes)  
BLAST  
STOP AND SMELL THE CHOCOLATE  
HOT CHOCOLATE. REBORN!  
NO WILL POWER NEEDED  
WOW COW  
ST. MORITZ