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U.S. DEPARTMENT OF COMMERCE  
of States Patent and Trademark Office

Form PTO-1594 (Rev 07/05)  
OMEI Collection 0651-0027 (exp. 6/30/2008)



RE

103231360

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wachovia Capital Finance Corporation (Central)  
f/k/a Congress Financial Corporation (Central)

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) June 12, 2006

- Assignment
- Security Agreement
- Other Release of Trademarks
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: All-American Bottling Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 15 N. Robinson  
 City: Oklahoma City  
 State: Oklahoma  
 Country: USA Zip: 73102

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1,045,019 1,895,655 819,179

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached Schedule

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gayle D. Grocke  
 Internal Address: Latham & Watkins LLP  
 Street Address: 233 S. Wacker Drive, Suite 5800  
 City: Chicago  
 State: Illinois Zip: 60606  
 Phone Number: 312-993-2622  
 Fax Number: 312-993-9767  
 Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

90.00

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

9. Signature:

*Gayle D. Grocke*  
Signature

6/13/2006  
Date

Gayle D. Grocke  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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01 FC:8521 40.00 OP  
 02 FC:8522 50.00 OP  
 03 FC:8523 120.00 OP

## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of June 12, 2006 by Wachovia Capital Finance Corporation (Central) f/k/a Congress Financial Corporation (Central) ("Wachovia").

WHEREAS, Wachovia and All-American Bottling Corporation, a Delaware corporation, now known as AABC Bottling Corporation ("Grantor"), entered into that certain Trademark Security Agreement, dated as of August 7, 1997 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Wachovia a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Wachovia (the "Obligations");

WHEREAS, Wachovia recorded the Trademark Security Agreement on August 12, 1997 at Reel 1616, Frame 0199 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Wachovia release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wachovia hereby agrees as follows:

Wachovia hereby fully releases and terminates its security interests in and liens on:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Wachovia further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

*[Remainder of page blank; signature follows]*

IN WITNESS WHEREOF, Wachovia has caused this Release of Trademarks to be duly executed as of the day and year first above written.

WACHOVIA CAPITAL FINANCE  
CORPORATION (CENTRAL) f/k/a CONGRESS  
FINANCIAL CORPORATION (CENTRAL)

By: *Laura S. Wheeland*  
Name: Laura Wheeland  
Title: Vice President

[Signature Page to Release of Trademarks]

Schedule I to Release of Trademarks

<u>Trademark Registration</u>	<u>Registration No.</u>	<u>Owner</u>
GOLD MEDAL	1,045,019	All-American Bottling Corporation
AQUA SPLASH	1,895,655	Splash Beverages, Inc.
GOLD MEDAL	819,179	All-American Bottling Corporation

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