

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stewarts Brand LLC		06/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank USA, National Association		
<b>Street Address:</b>	452 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0274949	STEWART'S ROOT BEER INC.	
Registration Number:	0933646	STEWART'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	30935		
<b>NAME OF SUBMITTER:</b>	Bonnie Grollman		
<b>Signature:</b>	/blg/		

**CH \$65.00 0274949**

Date:

07/13/2006

Total Attachments: 3

source=30935#page1.tif

source=30935#page2.tif

source=30935#page3.tif

**TRADEMARK ASSIGNMENT**

**WHEREAS**, STEWARTS BRAND LLC, a limited liability company; having its principal place of business at 505 Thornall Street, Suite 300, Edison, New Jersey 08837 (“Assignor”) has used the trademarks, registered in the United States Patent and Trademark Office as set forth on the attached Annex 1, which is incorporated herein by reference (collectively, the “Marks”); and


**WHEREAS**, HSBC BANK USA, NATIONAL ASSOCIATION, having its principal place of business at 452 Fifth Avenue, New York, New York 10018 (“Assignee”) is desirous of acquiring any and all rights that Assignor may have in and to the Marks and the registrations thereof, together with the goodwill of the business in connection with which any of the Marks is used and which is symbolized by such Mark, along with the right to pursue claims and recover damages and profits for past infringements thereof;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver (and agrees further to assign, transfer, convey and deliver) unto Assignee all right, title and interest in and to each Mark, including the registration therefor and any common law rights therein, in the United States and throughout the world, and any and all similar designations thereto, together with the goodwill of the business in connection with which such Mark is used and which is symbolized by such Mark, along with any and all licenses to or for such Mark and the right to pursue claims and recover damages and profits for past infringements thereof.

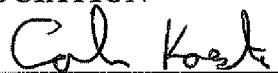
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor’s right, title, and interest in and to each Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Agreed to and accepted this 30 day of June, 2006.

**STEWARTS BRAND LLC**

By:   
Name: RAJIV VAKHARIA  
Title: Member

**HSBC BANK USA, NATIONAL ASSOCIATION**

By:   
Name: Colin Koester  
Title: Vice-President

ANNEX 1

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
STEWART'S ROOT BEER, INC.	274,949	September 9, 1930
STEWART'S	933,646	May 9, 1972