



2007 JAN -8 PM 3:16

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

1-8-07

1. Name of conveying party(ies):

Brooklyn Bottling of Milton, New York, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New York
- 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) 12/27/06

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC Bank, National Association, as Agent

Internal

Address: Commercial Loan Service Center/DCC

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: USA Zip: 15219

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Assoc. Citizenship USA

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)

2195989, 2216306, 1899104, 2831426, 2844369, 3043155, 76649324, 76666940, and 76647022

Additional sheet(s) attached?  Yes  No

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

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

Name: D. Craig Russell, III, Esquire

Internal Address: Thorp Reed & Armstrong, LLP

Street Address: 301 Grant Street, 14th Floor

City: Pittsburgh

State: PA Zip: 15219-1425

Phone Number: 412-394-7730

Fax Number: 412-394-2555

Email Address: crussell@thorpreed.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- 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:

Jenifer S. Tarasi  
Signature

January 3, 2007  
Date

BYRNE 00000063 2195989

40.00  
200.00  
Fee of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

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

01/09/2007  
01 FC:8521  
02 FC:8522

**NOTICE OF SECURITY INTEREST**  
**U.S. TRADEMARKS**

WHEREAS, Brooklyn Bottling of Milton, New York, Inc., a New York corporation ("Brooklyn Bottling"), Iberia Foods Corp., a Delaware corporation ("Iberia"), International World Foods, Inc., a Georgia corporation ("International"), North Shore Bottling Co., Inc., a New York corporation ("North Shore"), Miller Family Holding Corp., a New York corporation ("Miller Holding"), PDM Holding Corp., a New York corporation ("PDM Holding"), and Reggae Imports Ltd., a New York corporation ("Reggae") (Brooklyn Bottling, Iberia, International, North Shore, Miller Holding, PDM Holding and Reggae are each, a "Grantor" and collectively, the "Grantors"), have adopted, used and are using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated of even date herewith, by and among the Grantors, the Guarantors (as defined in the Credit Agreement), PNC Bank, National Association ("PNC Bank"), and various other financial institutions from time to time (PNC Bank and such other financial institutions are each, a "Lender" and collectively, the "Lenders"), and PNC Bank, as administrative and collateral agent for the Lenders (in such capacity, the "Agent") (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), the Grantors are obligated to the Lenders and the Grantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Agent (for its benefit and the benefit of the Lenders); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent (for its benefit and for the benefit of the Lenders), a mortgage on, pledge of and security interest in, all right, title and interest of such Grantor in and to such Grantor's Trademarks, together with the entire goodwill of each Grantor's business, including, without limitation, such goodwill connected with and symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor does hereby confirm its grant to the Agent (for its benefit and for the benefit of the Lenders) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent (for its benefit and for the benefit of the Lenders) with respect to the assignment of, mortgage on, pledge of and 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 hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Agent's address is PNC Bank, National Association, 70 East 55<sup>th</sup> Street, 21<sup>st</sup> Floor, New York, New York 10022.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors have caused this Notice of Security Interest to be duly executed on the 27 day of December, 2006.

WITNESS:



Brooklyn Bottling of Milton, New York, Inc.

By: E. S. Miller (SEAL)  
Name: ERIC S. MILLER  
Title: Pres

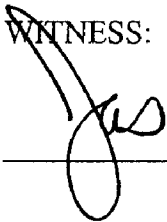
WITNESS:



Iberia Foods Corp.

By: E. S. Miller (SEAL)  
Name: ERIC S. MILLER  
Title: Pres

WITNESS:



International World Foods, Inc.

By: E. S. Miller (SEAL)  
Name: ERIC S. MILLER  
Title: Pres

WITNESS:



North Shore Bottling Co., Inc.

By: E. S. Miller (SEAL)  
Name: ERIC S. MILLER  
Title: Pres


WITNESS:



Miller Family Holding Corp.

By: E. S. Miller (SEAL)  
Name: ERIC S. MILLER  
Title: Pres

WITNESS:



PDM Holding Corp.

By: E. S. Miller (SEAL)  
Name: ERIC S. MILLER  
Title: Pres

WITNESS:

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Reggae Imports Ltd.

By: E. J. Miller (SEAL)  
Name: E. J. Miller  
Title: CEO

ACKNOWLEDGMENT

STATE/Commonwealth of NY )  
COUNTY OF NY ) SS:

On this, the 27<sup>th</sup> day of Dec, 2006, before me, a Notary Public, the undersigned officer, personally appeared ERIC MILLER, who acknowledged himself/herself to be the President of Brooklyn Bottling of Milton, New York, Inc., a New York corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:


ALFONSO DeCICCO  
Notary Public, State of New York  
No. 02DE6069851  
Qualified in Kings County  
Commission Expires February 11, 2010  
3/18/10

ACKNOWLEDGMENT

STATE/Commonwealth of NY )  
 )  
COUNTY OF NY ) SS:  
 )

On this, the 27th day of Dec, 2006, before me, a Notary Public, the undersigned officer, personally appeared ERIC MILLOZ who acknowledged himself/herself to be the president of Iberia Foods Corp., a Delaware corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

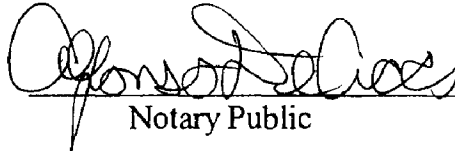
ALFONSO DeCICCO  
Notary Public, State of New York  
No. 02DE6069851  
Qualified in Kings County  
Commission Expires ~~February 11, 20~~ 3/18/10

ACKNOWLEDGMENT

STATE/Commonwealth of NY )  
 )  
COUNTY OF NY ) SS:

On this, the 27<sup>th</sup> day of DEC, 2006, before me, a Notary Public, the undersigned officer, personally appeared ERIC MILLER, who acknowledged himself/herself to be the PRESIDENT of International World Foods, Inc., a Georgia corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

ALFONSO DeCICCO  
Notary Public, State of New York  
No. 02DE6069851  
Qualified in Kings County  
Commission Expires February 11, 2007  
3/18/10

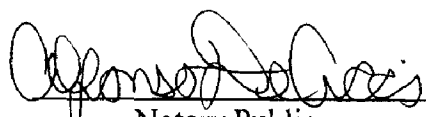


ACKNOWLEDGMENT

STATE/Commonwealth of NY )  
 )  
COUNTY OF NY ) SS:

On this, the 27<sup>th</sup> day of DEC, 2006, before me, a Notary Public, the undersigned officer, personally appeared ERIC MILLER, who acknowledged himself/herself to be the PRESIDENT of North Shore Bottling Co., Inc., a New York corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

ALFONSO DeCICCO  
Notary Public, State of New York  
No. 02DE6069851  
Qualified in Kings County  
Commission Expires February 11, 2010  
3/18/10

ACKNOWLEDGMENT

STATE/Commonwealth of NY )  
 )  
COUNTY OF NY ) SS:

On this, the 27<sup>th</sup> day of Dec, 2006, before me, a Notary Public, the undersigned officer, personally appeared ERIC MILLER, who acknowledged himself/herself to be the PRESIDENT of Miller Family Holding Corp., a New York corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:


ALFONSO DeCICCO  
Notary Public, State of New York  
No. 02DE0069851  
Qualified in Kings County  
Commission Expires February 11, 2010  
3/18/10

ACKNOWLEDGMENT

STATE/Commonwealth of NY )  
 )  
COUNTY OF NY ) SS:

On this, the 27<sup>th</sup> day of JUL, 2006, before me, a Notary Public, the undersigned officer, personally appeared ERIC MILLER, who acknowledged himself/herself to be the PRESIDENT of PDM Holding Corp., a New York corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

ALFONSO DeCICCO  
Notary Public, State of New York  
No. 02DE6069851  
Qualified in Kings County  
Commission Expires ~~February 11, 20~~  
3/8/10

ACKNOWLEDGMENT

STATE/Commonwealth of NY )  
 )  
COUNTY OF NY ) SS:

On this, the 27<sup>th</sup> day of DEC, 2006, before me, a Notary Public, the undersigned officer, personally appeared ERIC MILER, who acknowledged himself/herself to be the PRESIDENT of Reggae Imports Ltd., a New York corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires:

ALFONSO DeCICCO  
Notary Public, State of New York  
No. 02DE6069851  
Qualified in Kings County  
Commission Expires ~~February 11, 20~~  
3/18/10

**Schedule A**

TRADEMARKS

TRADEMARKS

BROOKLYN BOTTLING OF MILTON, NEW YORK, INC.

| <u>Trademark</u>               | <u>Application or<br/>Registration Number</u> | <u>Registration or<br/>Filing Date</u> |
|--------------------------------|---|--|
| APPLE DANDY                    | 2195989                                       | 10/13/1998                             |
| BEST HEALTH                    | 2216306                                       | 01/05/1999                             |
| TROPICAL FANTASY               | 1899104                                       | 06/13/1995                             |
| LIL' SQUEEZ                    | 2831426                                       | 04/13/2004                             |
| TROPICAL FANTASY               | 2844369                                       | 05/25/2004                             |
| NATURE'S OWN                   | 3043155                                       | 08/26/2002                             |
| SQUEEZ'R FRUIT<br>WATER        | 76649324                                      | _____                                  |
| TROPICAL FANTASY<br>TF EXTREME |   | _____                                  |
| ENERGY DRINK                   | 76666940                                      | _____                                  |
| MONTEGO BAY                    | 76647022                                      | _____                                  |

REGGAE IMPORTS LTD.

| <u>Trademark</u>           | <u>Application or<br/>Registration Number</u> | <u>Registration or<br/>Filing Date</u> |
|----------------------------|---|--|
| 2¢ PLAIN                   | 2634498                                       | 10/15/2002                             |
| BEST HEALTH'S<br>SQUEEZ'R  | 2058015                                       | 04/29/1997                             |
| BROOKLYN<br>BOTTLING CORP. | 2318421                                       | 02/15/2000                             |
| DULCE DE LECHE             | 2633599                                       | 10/08/2002                             |
| EL MORRITO                 | 2624026                                       | 09/24/2002                             |
| SQUEEZ'R                   | 2733864                                       | 07/08/2003                             |

IBERIA FOODS CORP.

| <u>Trademark</u> | <u>Application or<br/>Registration Number</u> | <u>Registration or<br/>Filing Date</u> |
|------------------|---|--|
| IBERIA           | 0954152                                       | 02/27/1973                             |
| IBERIA           | 1043055                                       | 07/16/1976                             |
| IBERIA           | 76438938                                      | 08/05/2002                             |
| IBERIA           | 76526428                                      | 06/19/2003                             |

TRADENAMES FOR WHICH NO TRADEMARK APPLICATION HAS BEEN MADE

Iberia Food NY

Iberia World Foods

Hudson Valley Apple Products

Brooklyn Bottling of South Florida

Kola Columbiana