

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Beverages & More, Inc.		02/27/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, N.A.
Street Address:	Sixth & Marquette
Internal Address:	N9303-120
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2501130	ANTINK
Registration Number:	1970483	BEVERAGES, & MORE!
Registration Number:	1967347	BEVERAGES, & MORE!
Registration Number:	2229099	BEVMO!
Serial Number:	78760584	BEVMO! BEVERAGES & MORE
Registration Number:	2449950	BRANDENBURG GATE
Registration Number:	1076104	CANADIAN HILL
Registration Number:	2187848	CLUBBEV!
Registration Number:	2772521	DAHLIA
Registration Number:	2871307	GINA
Registration Number:	1022205	KAVLANA
Registration Number:	2242282	MCLAREN
Registration Number:	1056239	SENIORITA

CH \$490.00 2501130

Registration Number:	2258027	SOMBRA
Registration Number:	2167272	ST. ELMO
Registration Number:	3129465	STEVEN BANNUS
Serial Number:	78669510	STORMY BAY
Registration Number:	2258198	VINCELLI
Registration Number:	3084740	YOU CAN'T GO WRONG

**CORRESPONDENCE DATA**

Fax Number: (212)355-3333  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-813-8800  
Email: dbreitman@goodwinprocter.com  
Correspondent Name: Dana Breitman  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Goodwin Procter LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	122380.169944
NAME OF SUBMITTER:	Dana Breitman
Signature:	/danabreitman/
Date:	03/02/2007

**Total Attachments: 10**  
source=Bev Mo TM Security Agmt Final#page1.tif  
source=Bev Mo TM Security Agmt Final#page2.tif  
source=Bev Mo TM Security Agmt Final#page3.tif  
source=Bev Mo TM Security Agmt Final#page4.tif  
source=Bev Mo TM Security Agmt Final#page5.tif  
source=Bev Mo TM Security Agmt Final#page6.tif  
source=Bev Mo TM Security Agmt Final#page7.tif  
source=Bev Mo TM Security Agmt Final#page8.tif  
source=Bev Mo TM Security Agmt Final#page9.tif  
source=Bev Mo TM Security Agmt Final#page10.tif

**REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 27, 2007 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE COMPANY, THE DOMESTIC SUBSIDIARIES OF THE COMPANY FROM TIME TO TIME PARTY THERETO, WELLS FARGO RETAIL FINANCE, LLC, AS FIRST PRIORITY AGENT (AS DEFINED THEREIN), AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SECOND PRIORITY AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THE PROVISIONS OF THIS AGREEMENT OR THE OTHER INDENTURE DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.**

### **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of the 27th day of February, 2007, between BEVERAGES & MORE, INC., a Delaware corporation with its principal executive office at 1470 Enea Circle, Suite 1600, Concord, CA 94520 (the "Company" or "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), a national banking association with offices at Sixth & Marquette; N9303-120, Minneapolis, MN 55479, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

### **RECITALS**

WHEREAS, the Company and Wells Fargo, as Collateral Agent and as trustee (in such capacity, the "Trustee"), have entered into that certain Indenture, dated as of February 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which the Company has issued \$100,000,000 of its 9¼% Senior Secured Notes due 2012 (together with any additional notes that may be issued by the Company from time to time thereunder, the "Notes");

WHEREAS, to induce the Initial Purchaser to purchase the Notes, each Holder to hold the Notes to be held by it and Wells Fargo to act in its capacities as Trustee and Collateral Agent, the Company and the Collateral Agent have entered into that certain Security Agreement, dated as of February 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Company has granted a Lien on the Collateral (including the Marks) to secure the Secured Obligations, as provided therein; and

WHEREAS, pursuant to the Security Agreement and as one of the conditions to the issuance of the Notes, Grantor has agreed to execute and deliver this Agreement to Collateral Agent, for the benefit of the Secured Parties, for filing with the United States Patent and Trademark Office, and as further evidence of and to effectuate the security interests of Collateral Agent, for the benefit of the Secured Parties, in the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Collateral Agent agree as follows:

1. Capitalized terms used herein but not otherwise defined herein shall have the meanings given such terms in the Security Agreement.

2. To secure the Secured Obligations, Grantor hereby grants a security interest in favor of, and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuation of an Event of Default ), in and to the following and all proceeds thereof:

- a. All of Grantor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on EXHIBIT A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
- b. All renewals of any of the foregoing.
- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- e. All of the Grantor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) and the proceeds thereof are hereinafter individually and/or collectively referred to as the "Marks"; *provided*, that the Marks shall not include any Excluded Collateral of the type described in clause (3) of the definition thereof.

3. Until this Trademark Security Agreement is terminated in writing by a duly authorized officer of the Collateral Agent, the Grantor shall undertake the following with respect to each Mark that is in use at the relevant time:

- a. pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks;
- b. at Grantor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each material trademark application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts; and

- c. at Grantor's sole cost, expense, and risk, take any and all action that the Grantor in its reasonable business judgment deems necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions,

except where the failure to so pay or take any such action would not have a Material Adverse Effect.

4. In the event of:
  - a. Grantor's failure, within fifteen (15) days of receipt of written notice from the Collateral Agent, to cure any failure by the Grantor to perform any of Grantor's obligations set forth in Section 3, above, or
  - b. the occurrence and during the continuation of any Event of Default,

the Collateral Agent acting in its own name or in the Grantor's name may (but shall not be required to) act in the Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

5. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

6. The Grantor represents and warrants that:
  - a. EXHIBIT A includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Grantor.
  - b. No liens, claims or security interests have been granted in any Mark by the Grantor to any Person other than to the Collateral Agent for the benefit of the Secured Parties or any other Person holding a Permitted Lien of the type described in clause (11) (to the extent the holder thereof is a First Priority Secured Party (as defined in the Intercreditor Agreement), (13), (16), (19) or (20) of the definition thereof.
  - c. To the Grantor's knowledge, each of the service marks and trademarks is valid and enforceable, and Debtor is not presently aware of any past, present or prospective claim by any third party that any of the service marks and trademarks are invalid or unenforceable, or that the use of any service marks or trademarks violates the rights of any third person, or any basis for any such claim.
  - d. It has, in good faith, used and will continue to use proper statutory notice in connection with its use of each of the service marks and trademarks.

- e. It has used and will continue to use consistent standards of high quality (consistent with Grantor's past practices) in the manufacture, sale and delivery of the products and services sold or delivered under or in connection with the service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the material service marks and trademarks.
7. In order to further secure the Secured Obligations:
- a. The Grantor shall give the Collateral Agent written notice (with reasonable detail) within fifteen (15) days after the end of each fiscal quarter following the occurrence of any of the following:
    - i. Grantor obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Grantor's right to sell products containing the trademarks of others in the ordinary course of Grantor's business).
    - ii. Grantor becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Grantor's right to sell products containing the trademarks of others in the ordinary course of Grantor's business).
    - iii. Grantor enters into any new trademark license agreement or service mark license agreement, whether as licensor or licensee, except such license agreements entered into in the ordinary course of business.
  - b. The provisions of this Trademark Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Trademark Security Agreement.
  - c. The Grantor hereby agrees to, and further authorizes (but such authorization shall not obligate) the Collateral Agent to, modify this agreement by amending EXHIBIT A to include any of Grantor's future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given and cause a filing to be made with the United States Patent and Trademark Office to evidence such amendment (and provide evidence of the same to the Collateral Agent), *provided, however*, the modification of said EXHIBIT A or the filing of any such amendment shall not be a condition to the creation, validity or enforcement of the interest created hereby.

8. Upon the occurrence and during the continuation of any Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the UCC with respect to the Marks, in addition to which the Collateral Agent, subject to the terms of the Security Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and is continuing and that the Collateral Agent is authorized to exercise such rights and remedies.

9. The Grantor hereby irrevocably constitutes and designates the Collateral Agent as and for the Grantor's attorney-in-fact, effective with and upon the Collateral Agent's first exercise (the "First Exercise") of such powers following the occurrence and during the continuation of any Event of Default:

- a. To exercise any of the rights and powers referenced in Section 3.
- b. To execute all and any such instruments, documents, and papers as the Collateral Agent reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Trademark Security Agreement is terminated by a duly authorized officer of the Collateral Agent, but shall be exercisable only following the occurrence and during the continuation of an Event of Default.

10. Any use by the Collateral Agent or any other Secured Party of the Marks as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Trademark Security Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent and the other Secured Parties to the Grantor. Such use by the Collateral Agent and the other Secured Parties shall be permitted only with and upon the First Exercise following the occurrence and during the continuation of an Event of Default.

11. Collateral Agent and the other Secured Parties hereby acknowledge that the Grantor shall continue to have the exclusive right, prior to notice from the Collateral Agent following the occurrence and during the continuation of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Marks against encroachment by third parties; *provided, however,* that the Grantor first notify Collateral Agent in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by the Grantor.

12. Following the End Date, this Trademark Security Agreement shall terminate and the Collateral Agent shall execute and deliver to the Grantor all such instruments as the Grantor

reasonably may request to release any encumbrance in favor of the Collateral Agent created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Collateral Agent pursuant hereto or pursuant to the Security Agreement.

13. The Grantor shall do any and all acts and execute any and all documents reasonably necessary or required by the Collateral Agent in connection with the protection, preservation, and enforcement of the Collateral Agent's and the other Secured Parties' rights hereunder.

14. The Grantor shall, upon demand, reimburse the Collateral Agent and the other Secured Parties for all costs and expenses reasonably incurred by the Collateral Agent and such other Secured Parties in the exercise of any rights hereunder (including, without limitation, reasonable and documented fees and expenses of outside counsel).

15. Neither anything contained in this Trademark Security Agreement or in the Security Agreement nor any act, omission, or circumstance may be construed as (a) directly or indirectly conveying to the Collateral Agent or any other Secured Party any rights in and to the Marks (other than the security interest granted herein), or (b) conveying to the Collateral Agent or any other Secured Party any right of prior approval of, or right to prevent the granting of, or right to rescind any non-exclusive license of any of the Marks granted by the Grantor, except as may be conveyed in (a) or (b) above following the occurrence and during the continuation of any Event of Default (and in such circumstances, only with and upon the First Exercise).

16. This Trademark Security Agreement is intended to be supplemental to the Security Agreement. All provisions of the Security Agreement shall apply to the Marks and the Collateral Agent shall have the same rights with respect to any and all security interests in the Marks granted the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations hereunder as thereunder. In the event of a conflict between this Trademark Security Agreement and the Security Agreement (other than Section 11.18 thereof), the terms of this Trademark Security Agreement shall control with respect to the Marks and the Security Agreement shall govern with respect to all other Collateral.

**17. THIS TRADEMARK SECURITY AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Grantor and the Collateral Agent respectively have caused this Trademark Security Agreement to be executed by officers duly authorized so to do on the date first above written.

**GRANTOR:**

**BEVERAGES & MORE, INC.**

By: J. R. Simpson  
Name: JAMES R. SIMPSON  
Title: Chief Executive Officer

**COLLATERAL AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent respectively have caused this Trademark Security Agreement to be executed by officers duly authorized so to do on the date first above written.

**GRANTOR:**

**BEVERAGES & MORE, INC.**

By: \_\_\_\_\_

Name:

Title:

**COLLATERAL AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent**

By: \_\_\_\_\_

Name: Timothy P. Mowdy

Title: Vice President

**EXHIBIT A**

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

<u>Serial Number</u>	<u>Registration Number</u>	<u>Word Mark</u>
	2,501,130	ANTINK
	1,970,483	BEVERAGES, & MORE!
	1,967,347	BEVERAGES, & MORE!
	2,229,099	BEVMO!
	78/760,584	BEVMO! BEVERAGES & MORE!
	2,449,950	BRANDENBURG GATE
	1,076,104	CANADIAN HILL
	2,187,848	CLUBBEV!
	2,772,521	DAHLIA
	2,871,307	GINA
	1,022,205	KAVLANA
	2,242,282	MCLAREN
	1,056,239	SEÑORITA

	2,258,027	SOMBRA
	2,167,272	ST. ELMO
	3,129,465	STEVEN BANNUS
	78/669,510	STORMY BAY (Block Letters)
	2,258,198	VINCELLI
	3,084,740	YOU CAN'T GO WRONG