TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment and Restated Trademark Security Agreement

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance, LLC
Street Address:	One Boston Place, 18th Floor
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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	SENORITA
Registration Number:	2258027	SOMBRA

CH $490.00 2501130

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: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick Berlack Israels LLP

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23595 18
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	03/05/2007

Total Attachments: 10

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FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This First Amended and Restated Trademark Security Agreement (the "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 ("Borrower") and Wells Fargo Retail Finance, LLC, with offices at One Boston Place, 18th Floor, Boston, MA 02108, as Collateral Agent (the "Agent") for the benefit of the Revolving Credit Lenders (defined hereinafter).

RECITALS

WHEREAS, Borrower and Wells Fargo Retail Finance, LLC ("WFRF"), as Lender, are parties to that certain Loan and Security Agreement dated as of December 19, 2001 (as amended through the date hereof, the "Existing Loan Agreement");

WHEREAS, Borrower and WFRF, as Lender, are parties to that certain Intellectual Property Security Agreement dated as of December 19, 2001 (the "Existing Intellectual Property Security Agreement");

WHEREAS, Borrower and WFRF, as Lender, desire to amend and restate the Existing Loan Agreement;

WHEREAS, in furtherance of the foregoing, Borrower and WFRF, as Agent and a Revolving Credit Lender (as hereinafter defined), are entering into that certain First Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented and/or modified from time to time, the "Loan Agreement") by and among the Borrower, the Revolving Credit Lenders named therein (the "Revolving Credit Lenders") and Agent;

WHEREAS, pursuant to Loan Agreement, the Agent and Revolving Credit Lenders have agreed to make loan and advances and provide certain other financial accommodations to the Borrower; and

WHEREAS, as a condition precedent to Agent and Revolving Credit Lenders entering into the Loan Agreement and making loan and advances and providing certain other financial accommodations to the Borrower, Borrower is required to enter into this Trademark Security Agreement to secure the payment and performance of the Borrower's obligations, liabilities and indebtedness arising under the Loan Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower, Revolving Credit Lenders and Agent agree as follows:

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

2. To secure the Liabilities, Borrower hereby grants a security interest in favor of, and collaterally assigns to the Agent, for the benefit of itself and the Revolving Credit Lenders, with power of sale (which power of sale shall be exercisable only following the occurrence and continuation of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

a. All of Borrower'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 Borrower'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) are hereinafter individually and/or collectively referred to as the "Marks".

3. Until this Trademark Security Agreement is terminated in writing by a duly authorized officer of the Agent, the Borrower 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 Borrower'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, unless the respective service mark or trademark is abandoned (provided, however, that the Borrower shall notify the Agent and Revolving Credit Lenders of any intent to abandon any service mark or trademark).

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

4. In the event of:

a. Borrower's failure, within fifteen (15) days of receipt of written notice from the Agent and/or Revolving Credit Lenders, to cure any failure by the Borrower to perform any of Borrower's obligations set forth in Section 3, above, and/or

b. the occurrence and continuation of any Event of Default,

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

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

6. The Borrower 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 Borrower.

b. No liens, claims or security interests have been granted in any Mark by the Borrower to any Person other than to the Agent.

c. To the Borrower'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 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 Borrower'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 service marks and trademarks.

7. In order to further secure the Liabilities:

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a. The Borrower shall give the Agent and Revolving Credit Lenders 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. Borrower 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 Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

ii. Borrower 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 Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

iii. Borrower 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 Borrower hereby authorizes the Agent and Revolving Credit Lenders to modify this agreement by amending EXHIBIT A to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said EXHIBIT A shall not be a condition to the creation, validity or enforcement of the interest created hereby.

8. Upon the occurrence and continuation of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted and amended from time to time in the Commonwealth of Massachusetts with respect to the Marks, in addition to which the Agent, subject to the terms of the Loan 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 Agent that an Event of Default has occurred and is continuing and that the Agent is authorized to exercise such rights and remedies.

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

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a. To exercise any of the rights and powers referenced in Section 3.

b. To execute all and singular such instruments, documents, and papers as the 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 the within Trademark Security Agreement is terminated by a duly authorized officer of the Agent, but shall be exercisable only following the occurrence and continuation of an Event of Default.

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

11. Agent and Revolving Credit Lenders hereby acknowledge that the Borrower shall continue to have the exclusive right, prior to notice from the Agent and Revolving Credit Lenders following the occurrence and 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 Borrower to protect the Marks against encroachment by third parties; provided, however, that the Borrower first notify Agent and Revolving Credit Lenders 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 Borrower.

12. Following the satisfaction and indefeasible payment in full in cash of all Liabilities and termination of the Loan Agreement, this Trademark Security Agreement shall terminate and the Agent shall execute and deliver to the Borrower all such instruments as the Borrower reasonably may request to release any encumbrance in favor of the Agent created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.

13. The Borrower shall, at the request of the Agent, do any and all acts and execute any and all documents reasonably required by the Agent in connection with the protection, preservation, and enforcement of the Agent's and Revolving Credit Lenders' rights hereunder.

14. The Borrower shall, upon demand, reimburse the Agent and Revolving Credit Lenders for all costs and expenses reasonably incurred by the Agent and Revolving Credit Lenders in the exercise of any rights hereunder (including, without limitation, reasonable and documented fees and expenses of outside counsel).

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15. Neither anything contained in the within Trademark Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as (a) directly or indirectly conveying to the Agent and Revolving Credit Lenders any rights in and to the Marks (other than the security interest granted herein), or (b) conveying to the Agent and Revolving Credit Lenders 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 Borrower, except as may be conveyed in (a) or (b) above following the occurrence and 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 Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Agent and Revolving Credit Lenders shall have the same rights with respect to any and all security interests in the Marks granted the Agent and Revolving Credit Lenders to secure the Liabilities hereunder as thereunder. In the event of a conflict between this Trademark Security Agreement and the Loan Agreement, the terms of this Trademark Security Agreement shall control with respect to the Marks and the Loan Agreement shall govern with respect to all other Collateral.

17. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.**

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

WELLS FARGO RETAIL FINANCE, LLC
("Agent")

By: _____

Print Name: David Molinari
Title: V.P.

[Signature page to Trademark Security Agreement]

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

BEVERAGES & MORE, INC.
(the "Borrower")

By: _____

Print Name: James Simpson
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

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:

Serial Number	Registration Number	Word Mark
	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	SENORITA

	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

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RECORDED: 03/05/2007
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