

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-----------------------------------|------------------|--|----------------------|--------------|------------------|----------------------|--|-----------|----------------------|---------|------------------|----------------------|---------|----------|----------------------|---------|----------|----------------------|---------|---------|----------------------|---------|-----------------|----------------------|---------|--------------|----------------------|---------|--------------|----------------------|---------|----------|----------------------|---------|---------------|----------------------|---------|---------------|----------------------|---------|---------------|----------------------|---------|------------|--|
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td style="padding: 5px;">KAN-PAK, LLC</td> <td style="padding: 5px;"></td> <td style="padding: 5px;">09/30/2008</td> <td style="padding: 5px;">LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | KAN-PAK, LLC | | 09/30/2008 | LIMITED LIABILITY COMPANY: DELAWARE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| KAN-PAK, LLC | | 09/30/2008 | LIMITED LIABILITY COMPANY: DELAWARE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name: | M&I MARSHALL & ISLEY BANK | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address: | 800 West 47th Street | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City: | Kansas City | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| State/Country: | MISSOURI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postal Code: | 67005 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entity Type: | National Association: CONNECTICUT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2292816</td><td style="padding: 5px;">A REAL FRUIT FIX</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">3056287</td><td style="padding: 5px;">COOL JAVA</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2337818</td><td style="padding: 5px;">FLAVOR ADVANTAGE</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2235373</td><td style="padding: 5px;">FRUTAZZA</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2341544</td><td style="padding: 5px;">FRUTAZZA</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2364644</td><td style="padding: 5px;">KAN-PAK</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2482090</td><td style="padding: 5px;">MADE TO BE COOL</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2325049</td><td style="padding: 5px;">MISS KAREN'S</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2363463</td><td style="padding: 5px;">MISS KAREN'S</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2481512</td><td style="padding: 5px;">MIXOLOGY</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2752983</td><td style="padding: 5px;">NATIVE PLANET</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2304234</td><td style="padding: 5px;">PIMA NATURALS</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2345688</td><td style="padding: 5px;">PIMA NATURALS</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2735608</td><td style="padding: 5px;">SLIM FROST</td></tr> </tbody> </table> | Property Type | Number | Word Mark | Registration Number: | 2292816 | A REAL FRUIT FIX | Registration Number: | 3056287 | COOL JAVA | Registration Number: | 2337818 | FLAVOR ADVANTAGE | Registration Number: | 2235373 | FRUTAZZA | Registration Number: | 2341544 | FRUTAZZA | Registration Number: | 2364644 | KAN-PAK | Registration Number: | 2482090 | MADE TO BE COOL | Registration Number: | 2325049 | MISS KAREN'S | Registration Number: | 2363463 | MISS KAREN'S | Registration Number: | 2481512 | MIXOLOGY | Registration Number: | 2752983 | NATIVE PLANET | Registration Number: | 2304234 | PIMA NATURALS | Registration Number: | 2345688 | PIMA NATURALS | Registration Number: | 2735608 | SLIM FROST | |
| Property Type | Number | Word Mark | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2292816 | A REAL FRUIT FIX | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 3056287 | COOL JAVA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2337818 | FLAVOR ADVANTAGE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2235373 | FRUTAZZA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2341544 | FRUTAZZA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2364644 | KAN-PAK | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2482090 | MADE TO BE COOL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2325049 | MISS KAREN'S | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2363463 | MISS KAREN'S | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2481512 | MIXOLOGY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2752983 | NATIVE PLANET | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2304234 | PIMA NATURALS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2345688 | PIMA NATURALS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Registration Number: | 2735608 | SLIM FROST | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CH \$390.00 2292816

900120700

TRADEMARK
REEL: 003888 FRAME: 0001

Registration Number:

3219698

THE POWER TO SIMPLIFY

CORRESPONDENCE DATA

Fax Number: (314)259-2020

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

Phone: 314-259-2000

Email: dacrowe@bryancave.com

Correspondent Name: Daniel A. Crowe

Address Line 1: 211 N. Broadway

Address Line 2: 36th Floor

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:

C55167/225561

NAME OF SUBMITTER:

Daniel A. Crowe

Signature:

/s/ Daniel A. Crowe

Date:

11/14/2008

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 30, 2008, is made by and between KAN • PAK, LLC, a Delaware limited company having a business location at the address set forth below next to its signature (the "**Debtor**"), and M&I MARSHALL & ILSLEY BANK ("**M&I**"), and having a business location at the address set forth below next to its signature.

Recitals

Debtor and M&I are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "**Credit Agreement**") setting forth the terms on which M&I may now or hereafter extend credit to or for the account of Debtor.

As a condition to extending credit to or for the account of Debtor, M&I has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"**Patents**" means all of Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"**IP Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. IP Security Interest. In addition to the Security Interest granted to M&I under the Credit Agreement, Debtor hereby irrevocably pledges and assigns to, and grants M&I a security interest (the "**IP Security Interest**") with power of sale to the extent permitted by law, in the Patents and in the Trademarks as security for the payment and performance of (a) all present and future Indebtedness of the Borrower to the Lender; (b) all

obligations of the Borrower and rights of the Lender under this Agreement; and (c) all present and future obligations of the Borrower to the Lender of other kinds. Upon request by the Lender, the Borrower will grant to the Lender a security interest in all commercial tort claims that the Borrower may have against any Person. As set forth in the Credit Agreement, the IP Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the IP Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a limited liability company, duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of Debtor.

(b) **Patents.** Exhibit A is a correct, complete, and accurate list of all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within 60 days provide written notice to M&I with a replacement Exhibit A, which upon acceptance by M&I shall become part of this Agreement.

(c) **Trademarks.** Exhibit B is a correct, complete, and accurate list of all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to M&I with a replacement Exhibit B, which upon acceptance by M&I shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate (other than a Foreign Subsidiary) owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Patents or Trademarks. If after the date

hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify M&I of such item(s) and cause such Affiliate to execute and deliver to M&I a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** As to Owned Intellectual Property, Debtor is the owner of record of each Patent and each Trademark listed on Exhibits A and B, free and clear of all restrictions (including covenants not to sue a third party), court orders, injunctions, decrees, writs or Liens, whether by written agreement or otherwise, (ii) no Person other than the Borrower owns or has been granted any right in the Owned Intellectual Property, (iii) all Owned Intellectual Property is valid, subsisting and enforceable and (iv) the Borrower has taken all commercially unreasonable action necessary to maintain and protect the Owned Intellectual Property. As to Licensed Intellectual Property, except as disclosed on Schedule 5.11 of the Credit Agreement, and in written agreements, copies of which have been given to the Lender, the Borrower's licenses to use the Licensed Intellectual Property are free and clear of all restrictions, Liens, court orders, injunctions, decrees, or writs, whether by written agreement or otherwise. Except as disclosed on Schedule 5.11 of the Credit Agreement, the Borrower is not obligated or under any liability whatsoever to make any payments of a material nature by way of royalties, fees or otherwise to any owner of, licensor of, or other claimant to, any Intellectual Property Rights.

(f) **No Sale.** Except as permitted in the Credit Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without M&I's prior written consent.

(g) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing M&I: (i) sufficient written notice, of at least 30 days, to allow M&I to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **M&I's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after M&I gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies M&I that it intends to abandon a Patent or Trademark, M&I may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at M&I's option, in M&I's own name) and may (but need not) take any and all other actions which M&I may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay M&I on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by M&I in connection with or as a result of M&I's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by M&I at the Default Rate.

(k) **Power of Attorney.** To facilitate M&I's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) M&I, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for M&I, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. **Debtor's Use of the Patents and Trademarks.** Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Debtor shall fail promptly to

observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, M&I may, at its option, take any or all of the following actions:

(a) M&I may exercise any or all remedies available under the Credit Agreement.

(b) M&I may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) M&I may enforce the Patents and Trademarks and any licenses thereunder, and if M&I shall commence any suit for such enforcement, Debtor shall, at the request of M&I, do any and all lawful acts and execute any and all proper documents required by M&I in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by M&I. A waiver signed by M&I shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of M&I's rights or remedies. All rights and remedies of M&I shall be cumulative and may be exercised singularly or concurrently, at M&I's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. M&I shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and M&I and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to M&I, and Debtor waives notice of M&I's acceptance hereof. M&I may execute this Agreement if appropriate for the purpose of filing, but the failure of M&I to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Kansas without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution,

delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Kan • Pak, LLC

1016 South Summit
Arkansas City, Kansas 67005

KAN • PAK, LLC,
a Delaware limited liability company

By *Dennis J. Cohlma*
Dennis J. Cohlma, Chief Executive Officer

M&I Marshall & Ilsley Bank

800 West 47th Street
Kansas City, Missouri 64112-1299

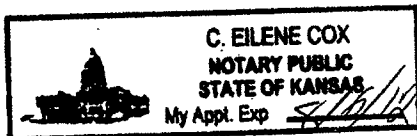
M&I MARSHALL & ILSLEY BANK

By _____
Name _____
Its _____

STATE OF *Kansas*)

COUNTY OF *Sedgewick*)

The foregoing instrument was acknowledged before me this *30th* day of September, 2008, by Dennis J. Cohlma, the Chief Executive Officer of Kan • Pak, LLC, a Delaware limited liability company, on behalf of the limited liability company.



C. Eilene Cox
Notary Public

STATE OF MISSOURI)

COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, a _____ of M&I Marshall & Ilsley Bank, on behalf of the bank.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Kan • Pak, LLC

1016 South Summit
Arkansas City, Kansas 67005

KAN • PAK, LLC,
a Delaware limited liability company

By _____
Dennis J. Cohlma, Chief Executive Officer

M&I Marshall & Ilsley Bank

800 West 47th Street
Kansas City, Missouri 64112-1299

M&I MARSHALL & ILSLEY BANK

By _____
Name Michael H Doyle
Its VP

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2008, by Dennis J. Cohlma, the Chief Executive Officer of Kan • Pak, LLC, a Delaware limited liability company, on behalf of the limited liability company.

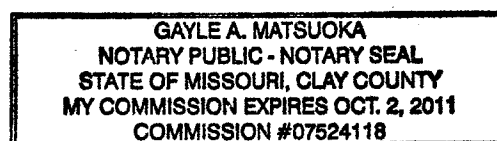
Notary Public

STATE OF MISSOURI)

COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 20th day of September, 2008, by Michael H Doyle, a Vice President of M&I Marshall & Ilsley Bank, on behalf of the bank.

Gayle A Matsuoka
Notary Public



Signature Page Patent and Trademark Security Agreement

TRADEMARK
REEL: 003888 FRAME: 0010

EXHIBIT A

UNITED STATES ISSUED PATENTS

| <u>Title</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--|----------------------|-------------------|
| Self-contained liquid storage, delivery, and automatic fill apparatus and method | 6,460,580 | 10/08/02 |
| Self-contained liquid storage, delivery, and automatic fill apparatus and method | 6,434,966 | 08/20/02 |
| Frozen beverage dispensing machine | D461,991 | 08/27/02 |
| Semi-frozen beverage dispensing apparatus | 6,705,106 | 03/16/04 |
| Semi-frozen beverage dispensing apparatus | 6,766,650 | 07/27/04 |
| Semi-frozen beverage dispensing apparatus | 6,918,258 | 07/19/05 |
| Beverage dispenser | D489,213 | 05/04/04 |
| Method and apparatus to control a beverage or dessert dispenser | 6,990,391 | 01/24/06 |

UNITED STATES PATENT APPLICATIONS

| <u>Title</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|--------------|----------------------|--------------------|
|--------------|----------------------|--------------------|

FOREIGN ISSUED PATENTS

| <u>Title</u> | <u>Country</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------|----------------|----------------------|-------------------|
|--------------|----------------|----------------------|-------------------|

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

| <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-----------------------|----------------------------|--------------------------|
| A Real Fruit Fix | 2,292,816 | 11/16/99 |
| Cool Java | 3,056,287 | 01/31/06 |
| Flavor Advantage | 2,337,818 | 04/04/00 |
| Frutazza | 2,235,373 | 03/23/99 |
| Frutazza (Stylized) | 2,341,544 | 04/11/00 |
| Kan-Pak | 2,364,644 | 07/04/00 |
| Made to be Cool | 2,482,090 | 08/28/01 |
| Miss Karen's | 2,325,049 | 03/07/00 |
| Miss Karen's & Design | 2,363,463 | 07/04/00 |
| Mixology & Design | 2,481,512 | 08/28/01 |
| Native Planet | 2,752,983 | 08/19/03 |
| Pima Naturals | 2,304,234 | 12/28/99 |
| Pima Naturals Logo | 2,345,688 | 04/25/00 |
| Slim Frost | 2,735,608 | 07/08/03 |
| The Power to Simplify | 3,219,698 | 03/20/07 |

APPLICATIONS

| <u>Mark</u> | <u>File Number</u> |
|--------------------|--------------------|
| Power Milk | 05192 |
| Rethink Your World | 05292 |

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS

| <u>Marks</u> |
|---------------------|
| Windsor Hills Dairy |