

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"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Brooks Provisions,LLC</td> <td></td> <td>04/14/2009</td> <td>LIMITED LIABILITY COMPANY: NEW YORK</td> </tr> <tr> <td>Latin American Distributors Acquisition, LLC</td> <td></td> <td>04/14/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Brooks Provisions,LLC		04/14/2009	LIMITED LIABILITY COMPANY: NEW YORK	Latin American Distributors Acquisition, LLC		04/14/2009	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type										
Brooks Provisions,LLC		04/14/2009	LIMITED LIABILITY COMPANY: NEW YORK										
Latin American Distributors Acquisition, LLC		04/14/2009	LIMITED LIABILITY COMPANY: DELAWARE										
RECEIVING PARTY DATA													
Name:	PNC Bank, National Association												
Street Address:	500 First Avenue												
Internal Address:	Commercial Loan Service Center DCC												
City:	Pittsburgh												
State/Country:	PENNSYLVANIA												
Postal Code:	15219												
Entity Type:	National Association: UNITED STATES												
PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2832528</td> <td>OCEANSTREAM</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2832528	OCEANSTREAM							
Property Type	Number	Word Mark											
Registration Number:	2832528	OCEANSTREAM											
CORRESPONDENCE DATA													
Fax Number:	(202)408-3141												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	800-927-9801 x2348												
Email:	jpaterso@cscinfo.com												
Correspondent Name:	Corporation Service Company												
Address Line 1:	1090 Vermont Avenue NW, Suite 430												
Address Line 2:	Attn: Jean Paterson												
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005												
ATTORNEY DOCKET NUMBER:	960945												
NAME OF SUBMITTER:	Jean Paterson												

CH \$40.00 2832528

900132982

TRADEMARK
REEL: 003979 FRAME: 0507

Signature:	/Jean Paterson/
Date:	04/30/2009
Total Attachments: 7 source=4-15-09 Brooks Provisions-TM#page1.tif source=4-15-09 Brooks Provisions-TM#page2.tif source=4-15-09 Brooks Provisions-TM#page3.tif source=4-15-09 Brooks Provisions-TM#page4.tif source=4-15-09 Brooks Provisions-TM#page5.tif source=4-15-09 Brooks Provisions-TM#page6.tif source=4-15-09 Brooks Provisions-TM#page7.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 14th day of April, 2009 by BROOKS PROVISIONS, LLC, a limited liability company formed under the laws of the State of Delaware ("Brooks"), LATIN AMERICAN DISTRIBUTORS ACQUISITION, LLC, a limited liability company formed under the laws of the State of Delaware ("Latin", together with Brooks, the "Borrowers" and each a "Borrower") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan (defined below):

WITNESSETH

WHEREAS, Brooks, Lenders and Agent entered into a certain Revolving Credit, Term Loan and Security Agreement on April 28, 2006 (as same may be amended, restated, supplemented or modified from time to time, the "Existing Loan Agreement"). On April 28, 2006, Brooks and Agent entered into a certain Trademark and Security Agreement;

WHEREAS, Brooks has requested and Agent and Lenders have agreed pursuant to the terms of that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") to add Latin as a party to the Agreement;

WHEREAS, Borrowers have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrowers including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrowers' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrowers agree as follows:

1. Incorporation of Loan Agreement. The Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Reaffirmation of Grant of Security Interests. Brooks hereby reaffirms its prior grant pursuant to Trademark and Security Agreement and the Existing Loan Agreement of a continuing security interest in Brooks' entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Brooks; against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Borrowers hereby grant to Agent, for its benefit and the benefit of Lenders, and hereby reaffirm their prior grant pursuant to the Loan Agreement of a continuing security interest in Borrowers' entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Borrowers, against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Borrowers have duly executed this Agreement as of the date first written above.

BROOKS PROVISIONS, LLC

By: Michael Johnson
Name: Michael Johnson
Title: Secretary

**LATIN AMERICAN DISTRIBUTORS
ACQUISITION, LLC**

By: Michael Johnson
Name: Michael Johnson
Title: Secretary

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Daniel R. Stella
Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

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IN WITNESS WHEREOF, Borrowers have duly executed this Agreement as of the date first written above.

BROOKS PROVISIONS, LLC

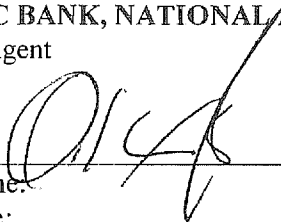
By: _____
Name: _____
Title: _____

**LATIN AMERICAN DISTRIBUTORS
ACQUISITION, LLC**

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: _____
Title: _____

**[SIGNATURE PAGE TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]**

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COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF New York :

On this 13th of April, 2009, before me personally appeared Michael Johnson, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Brooks Provisions, LLC.; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

GLYNIS JACKSON
NOTARY PUBLIC, State of New York
No. 613A6167922
Qualified in Westchester County
Commission Expires June 4, 2011

Notary Public
My Commission Expires: June 4, 2011 Westchester

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF New York :

On this 13th of April, 2009, before me personally appeared Michael Johnson, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Latin American Distributors Acquisition, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

GLYNIS JACKSON
NOTARY PUBLIC, State of New York
No. 613A6167922
Qualified in Westchester County
Commission Expires June 4, 2011

Notary Public
My Commission Expires: June 4, 2011 Westchester

[ACKNOWLEDGEMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>	<u>Owner</u>
OCEANSTREAM	2,832,528	April 13, 2004	April 13, 2014	Brooks Provisions, LLC

<u>Mark</u>	<u>NY State Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>	<u>Owner</u>
PALMAS	R-29403	February 3, 2000	February 3, 2010	Latin American Distributors Acquisition, LLC

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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