

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ONE WORLD ENTERPRISES, LLC | | 04/21/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | THE PEPSI BOTTLING GROUP, INC. | | |
| Street Address: | ONE PEPSI WAY | | |
| City: | SOMERS | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10589 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3140511 | ONE NATURAL EXPERIENCE | |
| Serial Number: | 77617630 | COCO CABANA | |
| Serial Number: | 77617643 | O.N.E. ACTIVE FOR ACTIVE BODIES & MINDS | |
| Serial Number: | 77617658 | O.N.E. ONE NATURAL EXPERIENCE | |
| Serial Number: | 77081377 | ONE NATURAL EXPERIENCE | |
| Serial Number: | 77024777 | ONE NATURAL EXPERIENCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)969-5100 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (214)969-4864 | | |
| Email: | mmcmullen@jonesday.com | | |
| Correspondent Name: | Michelle McMullen, Jones Day | | |
| Address Line 1: | 2727 North Harwood Street | | |
| Address Line 4: | Dallas, TEXAS 75201-1515 | | |

CH \$165.00 3140511

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 212163600004 |
| NAME OF SUBMITTER: | Michelle McMullen |
| Signature: | /michelle mcmullen/ |
| Date: | 05/01/2009 |

Total Attachments: 11

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EXECUTION COPY

ONE WORLD ENTERPRISES, LLC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Agreement*") is made as of April 21, 2009, by and between ONE WORLD ENTERPRISES, LLC, a Delaware limited liability company ("*Debtor*"), and THE PEPSI BOTTLING GROUP, INC., a Delaware corporation ("*Lender*").

RECITALS

WHEREAS, Lender has agreed to lend to Debtor certain funds (the "*Loan*"), and Debtor desires to borrow such funds from Lender pursuant to the terms of a Note Purchase Agreement dated of even date herewith by and between Debtor and Lender (as the same may from time to time be amended, modified, supplemented or restated, the "*Purchase Agreement*");

WHEREAS, pursuant to the terms of a Security Agreement dated of even date herewith by and between Debtor and Lender (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Debtor has granted to Lender a security interest in substantially all of Debtor's right, title and interest in, to or under all of the Debtor's assets; and

WHEREAS, in order to induce Lender to make the Loan, Debtor has agreed to grant a security interest in certain intangible property to Lender for purposes of securing the obligations of Debtor to Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **DEFINITIONS.** All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the payment and performance of the secured obligations described in Section 4 of the Security Agreement ("*Secured Obligations*"), Debtor hereby grants a security interest to Lender, as collateral security, in and to Debtor's entire right, title and interest in, to and under any and all Intellectual Property now or hereafter existing, created, acquired or held by Debtor, including, without limitation, those U.S. Copyright registrations and applications set forth on **Exhibit A**, those U.S. Patents and Patent applications set forth on **Exhibit B** and those U.S. and EU Trademark registrations and applications as set forth on **Exhibit C**, all of which are incorporated herein by this reference. Notwithstanding anything to the contrary herein, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Debtor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an "Allegation of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office.

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The security interest granted hereunder is granted in conjunction with the security interests granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Purchase Agreement), and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

3. AUTHORIZATION AND REQUEST. Debtor authorizes and Lender requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

4. COVENANTS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor has rights in, or has the power to transfer, all of the Intellectual Property in which it purports to grant a security interest hereunder;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Debtor is a party or by which Debtor is bound;

(c) During the term of this Agreement, Debtor will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property, other than Permitted Liens and non-exclusive Licenses granted by Debtor in the ordinary course of its business;

(d) To its knowledge, there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property violates the rights of any third party;

(e) Debtor shall promptly advise Lender of any material changes in the composition of the Intellectual Property, including but not limited to any subsequent ownership right of Debtor in or to any Intellectual Property not specified in this Agreement;

(f) Debtor shall (i) to the extent that Debtor reasonably deems appropriate, protect, defend and maintain the validity and enforceability of the Intellectual Property material to the ordinary conduct of its business, (ii) promptly advise Lender in writing of material infringements detected or of which it has knowledge, and (iii) not allow any Intellectual Property material to its business to be abandoned, forfeited or dedicated to the public without the written consent of Lender;

(g) Debtor shall, if Debtor determines, in the exercise of its reasonable business judgment, that it is commercially reasonable to do so, promptly register (i) all of the registerable Intellectual Property rights that Debtor holds as of the date hereof and that are material to the ordinary conduct of Debtor's business, but that Debtor has heretofore failed to

register, and (ii) additional Intellectual Property rights that are material to the ordinary conduct of Debtor's business and that are developed or acquired after the date hereof. Notwithstanding the foregoing, Debtor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property;

(h) This Agreement creates, and in the case of after-acquired Intellectual Property, will create at the time Debtor first has rights in such after-acquired Intellectual Property in favor of Lender a valid and perfected, first priority security interest in the Intellectual Property in the United States securing the payment and performance of the Secured Obligations upon making the filings referred to in Section 4(i) below, subject with respect to priority to Permitted Liens of the types described in clauses (a) through (i), inclusive, of the definition thereof;

(i) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the office of the Secretary of State of the applicable state, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Debtor with respect to the Intellectual Property is accurate and complete in all material respects;

(k) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld or delayed. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Intellectual Property acquired under such contracts; and

(l) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Lender in writing of any event that materially adversely affects the value of any Intellectual Property, the ability of Debtor to dispose of any Intellectual Property or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property.

5. LENDER'S RIGHTS. Lender shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Agreement to take but which Debtor fails to take, after five business days from Debtor's receipt of written notice from Lender with sufficient detail of the required action not taken. Debtor shall reimburse and indemnify Lender for all costs and reasonable expenses incurred in the exercise of its rights under this Section 5.

6. INSPECTION RIGHTS. Debtor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior written notice to

Debtor, any of Debtor's plants and facilities that manufacture or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property, and to inspect the products and quality control records relating thereto upon written notice to Debtor and as often as may be reasonably requested.

7. FURTHER ASSURANCES; ATTORNEY IN FACT.

(a) On a continuing basis, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Intellectual Property, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property.

(b) Debtor hereby irrevocably appoints Lender as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its discretion, this Agreement without first obtaining Debtor's approval or signature to such modification solely by amending Exhibit A, Exhibit B or Exhibit C, hereof, as appropriate, to include reference to any material right, title or interest in any Intellectual Property acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property without the signature of Debtor where permitted by law, and (iii) to transfer the Intellectual Property into the name of Lender or a third party to the extent permitted under the UCC; *provided*, that Lender agrees that it shall not exercise its powers as attorney-in-fact under this Section 7(b)(iii) except upon the occurrence and during the continuation of an Event of Default.

8. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "*Event of Default*" under this Agreement:

(a) An Event of Default occurs under the Security Agreement or the Note; or

(b) Debtor breaches any representation, warranty or agreement in any material respect made by Debtor in this Agreement and, as to any breach that is capable of cure, Debtor fails to cure such breach pursuant to the Loan Documents.

9. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Debtor to assemble the Intellectual Property and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Upon the occurrence and during the continuance of an Event of Default, Lender shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 9, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual

Property, to the extent necessary to permit Lender to exercise its rights and remedies pursuant to this Section 9, including, without limitation, the completion of production, advertising for sale and the sale of any products utilizing any Intellectual Property and, in connection with Lender's exercise of its rights hereunder, Debtor's rights under all licenses and all franchise agreements shall inure to the benefit of Lender. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Lender in connection with the exercise of any of its rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property. All of Lender's rights and remedies with respect to the Intellectual Property shall be cumulative.

10. INDEMNITY. Debtor agrees to defend, indemnify and hold harmless Lender and each of its officers, employees, and agents against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of or related to transactions between Lender and Debtor, whether under this Agreement, the Security Agreement or the Loan Documents (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

11. SUCCESSORS AND ASSIGNS. This Agreement and all obligations of Debtor hereunder shall be binding upon the successors and assigns of Debtor, and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender, any future holder(s) of the Note and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Lender hereunder.

12. REASSIGNMENT. At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Debtor all deeds, assignments and other instruments as may be necessary or proper to revest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

13. NO FAILURE OR DELAY. No failure or delay on the part of Lender in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

14. COUNTERPARTS; FACSIMILE. This Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Facsimile signatures shall be as effective as original signatures.

15. NEW YORK LAW AND JURISDICTION; JURY WAIVER. This Agreement and any claim, counterclaim or dispute of any kind or nature arising out of or in any way related to this Security Agreement, directly or indirectly, shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflicts of law. Debtor and Lender consent to the exclusive jurisdiction of any state or federal court located in New York. DEBTOR AND LENDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN,

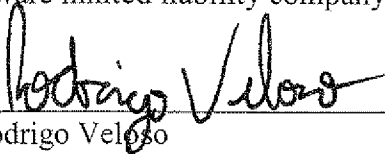
INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

16. **CONFLICT.** In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Security Agreement, the term and/or provision of this Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be effective as of the date first written above.

DEBTOR:

ONE WORLD ENTERPRISES, LLC
a Delaware limited liability company


By: 
Rodrigo Veloso
Chief Executive Officer

Address: 1401 Westwood Boulevard
Suite 200
Los Angeles, California 90024

IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be effective as of the date first written above.

LENDER:

THE PEPSI BOTTLING GROUP, INC.
a Delaware corporation

By: 
Name: David Yawman
Title: Vice President, Associate General Counsel
and Assistant Secretary

Address: One Pepsi Way
Somers, New York 10589

EXHIBIT A

U.S. COPYRIGHTS AND COPYRIGHT APPLICATIONS

NONE.

EXHIBIT B

U.S. PATENTS AND PATENT APPLICATIONS

NONE.

EXHIBIT C

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark | Reg. No | Reg. Date | Ser. No | App Date | Cl. | Goods |
|--|----------------|------------------|----------------|-----------------|------------|---|
| ONE NATURAL EXPERIENCE | 3,140,511 | 05-Sep-06 | 78/627,851 | 11-May-05 | 32 | COCONUT WATER. |
| COCO CABANA | | | 77/617,630 | 19-Nov-08 | 32 | NONALCOHOLIC BEVERAGES, NAMELY, WATER, FRUIT INFUSED WATER, FRUIT JUICE, ENERGY DRINKS AND SPORTS DRINKS. |
| O.N.E. ACTIVE FOR ACTIVE BODIES & MINDS (and Design) | | | 77/617,643 | 19-Nov-08 | 32 | NONALCOHOLIC BEVERAGES, NAMELY, WATER, FRUIT INFUSED WATER, FRUIT JUICE, ENERGY DRINKS AND SPORTS DRINKS. |
| O.N.E. ONE NATURAL EXPERIENCE (and Design) | | | 77/617,658 | 19-Nov-08 | 32 | NONALCOHOLIC BEVERAGES, NAMELY, WATER, FRUIT INFUSED WATER, FRUIT JUICE, ENERGY DRINKS AND SPORTS DRINKS. |
| ONE NATURAL EXPERIENCE | | | 77/081,377 | 11-Jan-07 | 32 | NONALCOHOLIC BEVERAGES, NAMELY, WATER, COCONUT WATER, FRUIT JUICE, BEVERAGES FLAVORED WITH TEA AND BEVERAGES CONTAINING FRUIT EXTRACTS. |
| ONE NATURAL EXPERIENCE | | | 77/024,777 | 19-Oct-06 | 30 | HONEY, HERBAL TEAS, HERBAL FOOD BEVERAGES. |
| | | | | | 33 | WINES, ALCOHOLIC BEVERAGES CONTAINING FRUIT, SPICES OR HERBS; WINE ENHANCED WITH FRUITS, HERBS OR SPICES. |

EUROPEAN UNION TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark | Reg. No | Reg. Date | Cl. | Goods |
|------------------------|----------------|------------------|------------|----------------|
| ONE NATURAL EXPERIENCE | 005402326 | 04-Oct-07 | 30,32, 33 | COCONUT WATER. |