

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
Brooklyn Bottling of Milton, NY, Inc.		02/11/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ROYAL SIGNATURE INC.		
Street Address:	Avenida Balboa, Centro Comercial Plaza Paitilla		
Internal Address:	Oficina 61 A, Primer Alto		
City:	Panama		
State/Country:	PANAMA		
Entity Type:	CORPORATION: PANAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1474395	TROPICAL PURO SABOR NACIONAL	
CORRESPONDENCE DATA			
Fax Number:	(312)338-1500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3123381000		
Email:	jyoung@dineff.com		
Correspondent Name:	Justin R. Young, Dineff Trademark Law		
Address Line 1:	160 North Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	5002639		
DOMESTIC REPRESENTATIVE			
Name:	Justin R. Young, Dineff Trademark Law		
Address Line 1:	160 North Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		

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NAME OF SUBMITTER:	Justin R. Young
Signature:	/justinryoung/
Date:	06/27/2009
Total Attachments: 5 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif	

This Agreement made on January , 2008 by and between Brooklyn Bottling Co., of Milton New York, ("BROOKLYN BOTTLING") and ROYAL SIGNATURE INC. CORPORATION PANAMA AVENIDA BALBOA, CENTRO COMERCIAL PLAZA PAITILLA OFICINA 61 A, PRIMER ALTO PANAMA PANAMA a Panamanian Corporation ("Secured Party"), amends the Assignment of the Exclusive Rights in the Trademark TROPICAL PURO SABOR NACIONAL and other marks pursuant to the attached assignment dated January , 2008 and signed contemporaneously herewith

For and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which hereby is acknowledged, and for the additional consideration of the continued payment by BROOKLYN BOTTLING to the Secured Party under the Distribution Agreement, the parties hereto agree as follows:

1. The duration of the assignment of the Trademark from the Secured Party to BROOKLYN BOTTLING is five (5) years from the date hereof. Upon the termination of this agreement or the Distribution Agreement for any reason, BROOKLYN BOTTLING agrees to reassign the trademark to the Secured Party and to execute and file all necessary documents to effect such reassignment.

2. BROOKLYN BOTTLING hereby grants, for the territory of the United States west of the Mississippi River (including Minnesota) an exclusive license to BALORU/ROYAL SIGNATURE or its assignees or licensees to use the Trademark subject to the rights transferred by the Assignment of the Trademark to BROOKLYN BOTTLING


3. 1. Grant of Security Interest: In order to further secure the due and punctual performance by BROOKLYN BOTTLING of its obligations under the Distribution Agreement BROOKLYN BOTTLING hereby grants to Secured Party a security interest in and to:

A. All rights in and to the trademark assigned to BROOKLYN BOTTLING subject to the terms of all agreements between BROOKLYN BOTTLING and any third parties;

B. all right, title and interest in and to proceeds and income derived by BROOKLYN BOTTLING from the manufacture and sale of soft drinks bearing the Trademark.; and

C. all rights in and to existing and future inventory of soft drinks bearing the Trademark in the control of BROOKLYN BOTTLING, and all proceeds of their sale or other disposition. All items set forth in sub-paragraph (a), (b) and (c) above hereinafter collectively are referred to as the "Collateral".

D. Notwithstanding anything to the contrary, the amount of the collateral secured by this Agreement will be two million (\$2,000,000.00) dollars.

4. Representations and Warranties BROOKLYN BOTTLING represents and warrants that: 

A. No security interest has been granted in the Collateral and no financing statement naming BROOKLYN BOTTLING as BROOKLYN BOTTLING is on file in any public office;

B. It will not grant a security interest to any third party in the Collateral or its proceeds without Secured party's prior consent;

C. BROOKLYN BOTTLING is and will remain the lawful owner of all Collateral, free of all liens, claims, security or other interests, defenses, offsets, pledges, mortgages, hypothecation, charges and encumbrances whatsoever, other than the lien and security interests granted hereunder;

D. BROOKLYN BOTTLING is a corporation qualified to do business in the State of New York and is a corporation in good standing in the State of New York; and that BROOKLYN BOTTLING has and will have full power and authority to execute this Security Agreement and to perform its obligations hereunder, and this Security Agreement is a valid and binding obligation of BROOKLYN BOTTLING, enforceable in accordance with its terms.

E. The execution and delivery of this Security Agreement and the performance of its terms does not and will not result in any violation of any provision of the Articles of Incorporation or By-Laws of BROOKLYN BOTTLING, or violate or constitute a default under the terms of any agreement, instrument, license, judgement, decree, order, law, statute, or other governmental rule or regulation applicable to BROOKLYN BOTTLING, or its assets or properties.


5. Perfection of Security Interest

A. BROOKLYN BOTTLING shall sign, execute and deliver to Secured Party, at its request a financing statement covering the Collateral. Such financing statement will be filed with the appropriate county clerk at the expense of BROOKLYN BOTTLING.

B. BROOKLYN BOTTLING agrees to sign upon reasonable written request any instruments, documents or other papers which Secured Party may require to evidence, protect, implement, realize or perfect its security interest in the Collateral.

6. Other Covenants - BROOKLYN BOTTLING also agrees:

A. To do other acts and things all as Secured Party may from time to time request, to establish and maintain a valid first priority security interest in the Collateral (free of all other security interest liens, claims and rights of third parties whatsoever, other than Secured Party);

B. To keep, at BROOKLYN BOTTLING's address, all records concerning the Collateral, which records will be of such character so as to enable Secured Party (or its designees) to determine at any time the status thereof. 

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C. To appear in and defend any action or proceeding affecting or purporting to affect the Collateral; and

D. Not to voluntarily transfer or permit any involuntary transfer of the Collateral or any interest therein, by way of sale (other than sales in the ordinary course of business), loans, rental, lease, creation of any security interest, lien, encumbrance, levy or other judicial process, without first obtaining the consent of Secured Party.

7. Events of Default: The occurrence of any one of the following events shall constitute an event of default (an "Event of Default") hereunder:


A. The breach, at any time, of any covenant, agreement or undertaking of BROOKLYN BOTTLING contained herein, or in the Distribution Agreement; or

B. The filing by or against BROOKLYN BOTTLING of a petition under the Bankruptcy Reform Act, as amended or recodified from time to time, or any other Federal or State law relating to bankruptcy, receivership, insolvency or relief for BROOKLYN BOTTLINGs from their obligations, whether now existing or hereinafter enacted; or

C. The filing by or against BROOKLYN BOTTLING of a petition seeking the liquidation or dissolution of BROOKLYN BOTTLING, the appointment of a receiver, or the commencement of any other procedure to liquidate or dissolve BROOKLYN BOTTLING, or the occurrence of any event, condition or circumstance which causes the liquidation or dissolution of BROOKLYN BOTTLING; or

D. The termination, with cause, of the distribution agreement dated as of _____, 2007 between BROOKLYN BOTTLING and BALORU/ROYAL SIGNATURE for cause

8 Remedies:

A. Upon the occurrence of an Event of Default, the Secured Party shall have, in addition to any rights it has under the Distribution Agreement and Assignment Agreement, all rights and remedies afforded to a secured party under applicable law, including without limitation, all rights and remedies of a secured party under the applicable Uniform Commercial Code, as amended from time to time, and the right to sell the Collateral at public or private sale at the location or locations then specified by Secured Party to recover any outstanding obligation. Upon the occurrence of any Event of Default, at the request of Secured Party, BROOKLYN BOTTLING shall assemble the Collateral, at the expense of BROOKLYN BOTTLING, at a convenient place acceptable to Secured Party. All reasonable attorneys' fees and disbursements and all other costs, charges, premiums and other expenses incurred in connection with any such sale shall be charged against and deducted from the proceeds thereof, with the balance, if any, applied in reduction of the respective obligations of BROOKLYN BOTTLING under the Distribution Agreement, whether or not then due, with any surplus remaining being payable to BROOKLYN 

BOTTLING, and in the event there is a deficiency, said deficiency shall be payable forthwith by BROOKLYN BOTTLING.

B Notwithstanding anything contained herein, Secured Party shall not be entitled to enforce its rights under this Security Agreement until the day thirty (30) days after notice to BROOKLYN BOTTLING of an Event of Default, during which time BROOKLYN BOTTLING may cure such Event of Default.

9. Release of the Collateral and Termination :

This Security Agreement and any financing statement filed pursuant to such Security Agreement shall terminate upon reassignment of the Trademark by BROOKLYN BOTTLING to the Secured Party. Upon termination of this Security Agreement, Secured Party, at the request of BROOKLYN BOTTLING, shall execute and deliver to BROOKLYN BOTTLING all appropriate instruments acknowledging such termination.

10. Waiver: Cumulative Rights; Set-off

No failure or delay on the part of Secured Party in the execution of any power or right hereunder, or with respect to the Collateral, shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or privilege hereunder, or with respect to the Collateral, preclude any further exercise of any other right, power or privilege, it being understood that the rights and remedies of Secured Party under and in respect of this Security Agreement and the Collateral are cumulative, and shall be in addition to any and all other rights and remedies now or hereafter existing in law or in equity or available to Secured Party under the Distribution Agreement. No modification or waiver of any provision of this Security Agreement, nor consent to any departure here from by BROOKLYN BOTTLING shall in any event, be effective unless such waiver or modification shall be in writing signed by an officer of Secured Party.

11. Survival :

All representations, covenants and warranties made by BROOKLYN BOTTLING herein shall be binding upon BROOKLYN BOTTLING, its successor and assigns, and shall inure to the benefit of Secured Party, its successors, endorsees, transferees and assignees.

12. Miscellaneous:

A. All notices to be given hereunder shall be deemed properly served if delivered pursuant to the terms of the Distribution Agreement.

B Secured Party shall not be liable for failure to collect or to demand payment of, or to protest, or to give notice of non-payment of, any amounts due under the Distribution Agreement, or for any delay in so doing, nor shall Secured Party be under any obligation to foreclose on or sell any Collateral or any part thereof. If an Event of Default shall occur, Secured Party shall be entitled to reimbursement of any reasonable out-of-pocket expenses incurred by it, including attorneys' fees, and court costs in connection with such Event of Default and collection

and other enforcement proceedings resulting therefrom.

C. BROOKLYN BOTTLING agrees to execute and deliver to Secured Party, upon Secured Party's request, such other instruments and documents as may be reasonably necessary to effectuate the purposes hereof, including (without limitation) notices to third parties, endorsements on or assignments of the Collateral, financing statements, continuation statements and assignments of any security agreement securing the Collateral.

D. This Security Agreement may be amended only by a written document executed by the parties hereof. All of the rights of the parties under this Security Agreement shall be cumulative and shall inure to the benefit of their respective heirs, legal representatives, successors and assigns.

E. The paragraph headings in this Security Agreement are for convenience of reference only, and shall not affect the construction or interpretation of conflicts of law.

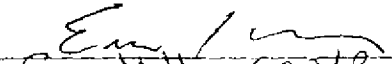
F. If any term, provision, covenant or condition of this Security Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable the remainder of this Security Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

G. As used herein, the singular, plural, masculine, feminine and neuter shall be deemed to include the other whenever and wherever appropriate.


H. A telefaxed signature on this Security Agreement will be considered to be signed and properly delivered and accordingly will be considered binding on the parties hereon.

IN WITNESS WHEREOF, the undersigned have caused this Security Agreement to be executed on the day and year first above written.

For: Brooklyn Bottling of Milton New York


Eric Miller CEO/President
Printed Name and Title

Royal Signature Inc.


CHARLES J. POWELL OF ATTORNEY
Printed Name and Title

C/P/Brooklyn Bottling Security Agreement