

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
One World Enterprises, LLC		08/25/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	One World Investors, Inc.
Street Address:	599 West Putnam Avenue
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78627851	ONE NATURAL EXPERIENCE
Serial Number:	77081377	ONE NATURAL EXPERIENCE
Serial Number:	77024777	ONE NATURAL EXPERIENCE
Serial Number:	77617658	O.N.E. ONE NATURAL EXPERIENCE
Serial Number:	77617643	O.N.E. ACTIVE FOR ACTIVE BODIES & MINDS
Serial Number:	77617630	COCO CABANA
Serial Number:	77081395	O.N.E. BABY

CORRESPONDENCE DATA

Fax Number: (212)735-8708
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 735-8600
 Email: dmckinney@morrisoncohen.com
 Correspondent Name: Derek McKinney, Esq.
 Address Line 1: 909 Third Avenue, 27th Floor

CH \$190.00 78627851

900142856

**TRADEMARK
 REEL: 004059 FRAME: 0127**

Address Line 2: c/o Morrison Cohen LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	020676-0002(DMCKINNEY)
NAME OF SUBMITTER:	Derek McKinney
Signature:	/dmckinney/
Date:	09/09/2009

Total Attachments: 13

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EXECUTION VERSION

ONE WORLD ENTERPRISES, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Agreement*”) is made as of August 25, 2009, by and between ONE WORLD ENTERPRISES, LLC, a Delaware limited liability company (“*Borrower*”), and ONE WORLD INVESTORS, INC., a Delaware corporation (“*Primary Lender*”).

RECITALS

WHEREAS, One World Enterprises, LLC, a Delaware limited liability company (“*Borrower*”), is the borrower under that certain Revolving Loan and Security Agreement, effective as of November 1, 2007, between Borrower and Lynn Fritz (the “*Original Primary Lender*”); as amended by that certain First Amendment to Revolving Loan and Security Agreement, effective as of August 13, 2008, between Borrower and Original Primary Lender; as amended by that certain Correction to First Amendment to Revolving Loan and Security Agreement, dated as of August 13, 2008, among Borrower, Original Primary Lender and Emilie Fritz Veloso (“*Secondary Lender*”); as amended by that certain Assignment-In-Lieu Agreement, effective as of January 1, 2009, between Original Primary Lender and Secondary Lender, as modified by the Acknowledgement of Original Primary Lender Regarding Assignment-in-Lieu Agreement effective August 24, 2009, between Primary Lender and Secondary Lender; as amended by that certain Second Amendment to Revolving Loan and Security Agreement, effective as of January 1, 2009, among Original Primary Lender, Secondary Lender and Borrower; as amended by that certain Third Amendment to Revolving Loan and Security Agreement, effective as of June 30, 2009, among Original Primary Lender, Secondary Lender and Borrower; and as amended by that certain Fourth Amendment to Revolving Loan and Security Agreement, effective as of the date hereof, among Original Primary Lender, Secondary Lender and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “*Loan and Security Agreement*”);

WHEREAS, pursuant to the Loan and Security Agreement, Borrower has granted to Original Primary Lender a security interest in substantially all of Borrower’s right, title and interest in, to or under all of the Borrower’s assets, including in certain intangible property;

WHEREAS, Primary Lender has acquired all right, title and interest of Original Primary Lender to the loan (the “*Loan*”) made to Borrower pursuant to the Loan and Security Agreement pursuant to that certain Loan Purchase Agreement, dated as of the date hereof, by and among Borrower, Primary Lender, Original Primary Lender and Secondary Lender (the “*Purchase Agreement*”); and

WHEREAS, it is a condition to the effectiveness of the Purchase Agreement that Borrower enter into this Agreement.

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 Loan and Security Agreement.

2. Grant of Security Interest. As collateral security for the payment and performance of the secured obligations described in the Loan and Security Agreement (“**Secured Obligations**”), Borrower hereby grants a security interest to Primary Lender, as collateral security, in and to Borrower’s entire right, title and interest in, to and under any and all Intellectual Property (as defined below) now or hereafter existing, created, acquired or held by Borrower, 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. Brazil, Canada 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 Borrower’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. For purposes of this Agreement, “**Intellectual Property**” shall mean the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all applications for letters patent of the United States or any country and all divisions, continuations and continuations-in-part thereof, (iii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise and all common law rights related thereto, (iv) all trade secrets arising under the laws of the United States, any other country or any political subdivision thereof, (v) all rights to obtain any reissues renewals or extensions of the foregoing, (vi) all licenses for any of the foregoing, and (viii) all causes of action for infringement of the foregoing.

The security interest granted hereunder is granted in conjunction with the security interests granted to Primary Lender under the Loan and Security Agreement. The rights and remedies of Primary Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan and Security Agreement and the documents executed or delivered in connection therewith (collectively, the “**Loan Documents**”), and those which are now or hereafter available to Primary Lender as a matter of law or equity. Each right, power and

remedy of Primary Lender provided for herein or in the Loan and 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 Primary Lender of any one or more of the rights, powers or remedies provided for in this Agreement the Loan and 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 Primary Lender, of any or all other rights, powers or remedies.

3. Authorization and Request. Borrower authorizes and Primary Lender requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

4. Covenants and Warranties. Borrower represents, warrants, covenants and agrees as follows:

(a) Borrower 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 Borrower is a party or by which Borrower is bound;

(c) During the term of this Agreement, Borrower will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property, other than Permitted Liens and nonexclusive licenses granted by Borrower 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) Borrower shall promptly advise Primary Lender of any material changes in the composition of the Intellectual Property, including but not limited to any subsequent ownership right of Borrower in or to any Intellectual Property not specified in this Agreement;

(f) Borrower shall (i) to the extent that Borrower 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 Primary 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 Primary Lender;

(g) Borrower shall, if Borrower 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 Borrower holds as of the date hereof and that are material to the ordinary conduct of Borrower's business, but that Borrower has heretofore failed to register, and (ii) additional Intellectual Property rights that are material to the ordinary conduct of Borrower's business and that are developed or acquired after the date hereof. Notwithstanding the foregoing, Borrower shall take such further actions as Primary Lender may

reasonably request from time to time to perfect or continue the perfection of Primary 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 Borrower first has rights in such after-acquired Intellectual Property in favor of Primary 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 (ii) and (iii), 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 Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower in the United States or (b) for the perfection in the United States or the exercise by Primary Lender of its rights and remedies hereunder;

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

(k) Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Primary Lender's prior written consent, which consent shall not be unreasonably withheld or delayed. Borrower 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 Borrower'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 Borrower obtaining actual knowledge thereof, Borrower will promptly notify Primary Lender in writing of any event that materially adversely affects the value of any Intellectual Property, the ability of Borrower to dispose of any Intellectual Property or the rights and remedies of Primary Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property.

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

6. Inspection Rights. Borrower hereby grants to Primary Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior written notice to Borrower, any of Borrower'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 Borrower and as often as may be reasonably requested.

7. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Borrower 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 Primary Lender, to perfect Primary 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 Primary Lender the grant or perfection of a security interest in all Intellectual Property.

(b) Borrower hereby irrevocably appoints Primary Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, from time to time in Primary Lender's discretion, to take any action and to execute any instrument which Primary 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 Borrower's approval of 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 Borrower alter the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Borrower 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 Borrower where permitted by law, and (iii) to transfer the Intellectual Property into the name of Primary Lender or a third party to the extent permitted under the UCC; *provided*, that Primary 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 Loan and Security Agreement; or

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

9. Remedies. Upon the occurrence and during the continuance of an Event of Default, Primary Lender shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Borrower to assemble the Intellectual

Property and any tangible property in which Primary Lender has a security interest and to make it available to Primary Lender at a place designated by Primary Lender. Upon the occurrence and during the continuance of an Event of Default, Primary 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 Primary 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 Primary Lender's exercise of its rights hereunder, Borrower's rights under all licenses and all franchise agreements shall inure to the benefit of Primary Lender, Borrower will pay any expenses (including reasonable attorneys' fees) incurred by Primary 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 Primary Lender's rights and remedies with respect to the Intellectual Property shall be cumulative.

10. Indemnity. Borrower agrees to defend, indemnify and hold harmless Primary 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 Primary Lender as a result of or in any way arising out of or related to transactions between Primary Lender and Borrower, whether under this Agreement, the Loan and Security Agreement or the Loan Documents (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Primary Lender's gross negligence or willful misconduct

11. Successors and Assigns. This Agreement and all obligations of Borrower hereunder shall be binding upon the successors and assigns of Borrower, and shall, together with the rights and remedies of Primary Lender hereunder, inure to the benefit of Primary Lender, any fixture 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 Primary Lender hereunder.

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

13. No Failure or Delay. No failure or delay on the part of Primary 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. California 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 Agreement, directly or indirectly, shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Borrower and Primary Lender consent to the exclusive jurisdiction of any state or federal court located in the City and County of San Francisco. BORROWER AND LENDER EACH WAIVE THEIR RESPECT WE 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 Loan and Security Agreement, the term and/or provision of this Agreement shall govern.

Signature Page Follows

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

BORROWER:

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

LENDER:

ONE WORLD INVESTORS, INC.
a Delaware corporation

By: _____
Name: Michael Farello
Title: President

Address: 599 West Putnam Avenue
Greenwich, CT 06830
Phone: (203) 629-4901
Fax: (203) 629- 4903

EXHIBIT A

U.S. COPYRIGHTS AND COPYRIGHT APPLICATIONS

NONE.

EXHIBIT B

U.S. PATENTS AND PATENT APPLICATIONS

NONE.

EXHIBIT C

U.S., CANADA, BRAZIL AND EU TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

	Word Mark	Country	Serial Number	File Date	Reg. Number	Reg. Date	Status	Class	Class Description	Miscellaneous
1	ONE NATURAL EXPERIENCE	USA	78627851		3140511	09/05/2006	LIVE	32	Coconut water	
2	ONE NATURAL EXPERIENCE	USA	77081377		3640122	06/16/2009	LIVE	32	Nonalcoholic beverages, namely, water, coconut water, fruit juice, beverages flavored with tea and beverages containing fruit extracts	
3	ONE NATURAL EXPERIENCE	USA	77024777	02/12/2009			LIVE	30, 33	30-Honey, herbal teas, herbal food beverages 33-Wines, alcoholic beverages containing fruit, spices or herbs; wine enhanced with fruits, herbs or spices	4 th ITU Ext filed. Allowed
4	O.N.E. ONE NATURAL EXPERIENCE	USA	77617658	11/19/2009			LIVE	32	Nonalcoholic beverages, namely, water, fruit infused water, fruit juice, energy drinks and sports drinks	Published for opposition 3/31/2009

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	Word Mark	Country	Serial Number	File Date	Reg. Number	Reg. Date	Status	Class	Class Description	Miscellaneous
7	O.N.E. ACTIVE FOR ACTIVE BODIES & MINDS	USA	77617643	11/19/2008			LIVE	32	Nonalcoholic beverages, namely, water, fruit infused water, fruit juice, energy drinks and sports drinks	NOA issued 6/23/09
8	COCO CABANA	USA	77617630	11/19/2008			LIVE	32	Nonalcoholic beverages, namely, water, fruit infused water, fruit juice, energy drinks and sports drinks	NOA issued 6/23/09
9	O.N.E. BABY	USA	77081395				DEAD	32	Nonalcoholic beverages, including water, coconut water, fruit juice, and beverages containing fruit extracts	Abandoned. Failure to Respond to OA 12/21/2007

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Foreign Trademarks

	Word Mark	Country	REF NO.	TM NO.	File Date	Reg. Date	Status	Class	Miscellaneous
1	O.N.E. One Natural Experience (combined words and logo)	Brazil	901557340		03/04/2009		Being published	NCL(9) 32	Seems publication period over 2009-09-06
2	O.N.E. - One Natural Experience	Brazil	901557307		03/04/2009		Being published	NCL(9) 32	Seems publication period over 2009-09-06
3	O.N.E. ONE NATURAL EXPERIENCE & design	Canada		1438288	2009-05-14		Not Registered	1	Formalized: 2009-05-20
	Description of Goods	(1) Nonalcoholic beverages, namely, water, fruit infused water, fruit juice, energy drinks and sports drinks.							
4	ONE NATURAL EXPERIENCE	EU	MA27089/LB/sd	005402326	10/19/2006	10/04/2007	CM REGISTERED	30, 32, 33	
	Description of Goods	30 Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; herbal infusions, herbal teas, herbal food beverages.							
	Description of Goods	32 Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages; coconut water.							
	Description of Goods	33 Alcoholic beverages (except beers); wine; herbal liqueurs, alcoholic beverages containing fruit, spices, or herbs; wine enhanced with fruits, herbs, or spices.							

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