

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reed's, Inc.		11/18/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GemCap Lending I, LLC		
<b>Street Address:</b>	1401 Ocean Avenue, Suite 305		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77646445	CHINA COLA IMPORTED CHINESE HERBS & SPICES NO PRESERVATIONS CAFFEINE FREE ORIGINAL CHINA COLA MADE WITH CHINESE HERBS	
<b>Registration Number:</b>	2510565	REED'S ORIGINAL GINGER BREW ALL-NATURAL JAMAICAN STYLE GINGER ALE	
<b>Registration Number:</b>	1581841	TIANFU CHINA NATURAL SODA	
<b>Registration Number:</b>	3213043	VIRGIL'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)586-5095		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-381-8737		
<b>Email:</b>	triess@ctswlaw.com		
<b>Correspondent Name:</b>	Y. Ting Riess		
<b>Address Line 1:</b>	420 Lexington Avenue, Suite 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>NAME OF SUBMITTER:</b>	/s/ Y. Ting Riess		

OP \$115.00 77646445

**900148843**

**TRADEMARK**  
**REEL: 004105 FRAME: 0980**

Signature:	/s/ Y. Ting Riess
Date:	12/01/2009
<b>Total Attachments: 4</b> source=Reed's Trademark Collateral Assignment - Executed and Dated (00068790)#page1.tif source=Reed's Trademark Collateral Assignment - Executed and Dated (00068790)#page2.tif source=Reed's Trademark Collateral Assignment - Executed and Dated (00068790)#page3.tif source=Reed's Trademark Collateral Assignment - Executed and Dated (00068790)#page4.tif	

**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 18 2009, made by REED'S, INC., a Delaware corporation, with its principal place of business located at 13000 South Spring Street, Los Angeles, California 90061 ("Grantor"), in favor of **GEMCAP LENDING I, LLC**, a Delaware limited liability company with offices at 1401 Ocean Avenue, Suite 305, Santa Monica, CA 90401 ("Lender").

Capitalized terms not otherwise defined herein have the meaning set forth in the Patent and Trademark Security Agreement, of even date herewith, between Grantor and Lender (the "Patent and Trademark Security Agreement").

**WITNESSETH:**

**WHEREAS**, the Grantor has acquired an interest in certain trademarks identified in **Exhibit 1** hereto (the "Trademarks");

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan and Security Agreement, dated as of November 18, 2009 (as from time to time amended or supplemented, the "Loan Agreement");

**WHEREAS**, it is a condition precedent to the Lender's entry into the Loan Agreement that the Grantor shall have executed and deliver the Patent and Trademark Security Agreement to the Lender;

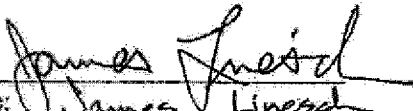
**WHEREAS**, the Grantor wishes to grant to Lender a security interest in certain of its property and assets to secure the performance of its obligations under the Loan Agreement and the other Loan Documents;

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the collateral assignment of and grant of a security interest in the Trademarks.


**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby acknowledge and confirm that it has made a collateral assignment to the Lender of, and has granted to the Lender a security interest in, all of the Grantor's right, title and interest in, to, and under the Trademarks. The Grantor also acknowledges and confirms that the rights and remedies of Lender with respect to the collateral assignment of and security interests in the Trademarks acknowledged and confirmed hereby are more fully set forth in the Patent and Trademark Security Agreement and the Loan Documents, the terms and provisions of which are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

REED'S, INC.

By:   
Name: James Linesch  
Title: Chief Financial Officer

GEMCAP LENDING I, LLC

By:   
Name: David Ellis  
Title: President

[SIGNATURE PAGE - TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

STATE OF \_\_\_\_\_ )ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2009, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of Reed's, Inc., as Grantor, and that by his signature on the instrument, Reed's, Inc. executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_, Notary Public  
My Commission Expires \_\_\_\_\_

STATE OF CA )ss.  
COUNTY OF LA )

On November 18, 2009, before me, Bob Babanian, a Notary Public, personally appeared James Lenesh, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity on behalf of GemCap Lending I, LLC, as Lender, and that by his signature on the instrument, GemCap Lending I, LLC executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Bob Babanian, Notary Public  
My Commission Expires July 10, 2010

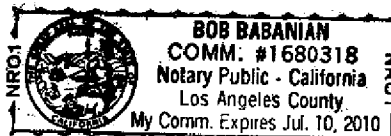


EXHIBIT 1

Trademarks

Serial App. No.	Item	Status	Filing Date	Date Published, Allowed, or Registered
78867175	Virgil's	Live	April 21, 2006	February 27, 2007
78014426	Reed's Original Ginger Brew All-Natural Jamaican Style Ginger Ale	Live	June 26, 2000	November 20, 2001
77646445	China Cola	Live	January 9, 2009	Not yet registered
73720012	Tianfu China Natural Soda	Live	April 1, 1988	February 6, 1990

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