

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
NOR-CAL BEVERAGE CO., INC.,		12/01/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	75 E. Trimble Road
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	a Texas banking corporation: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78714982	BEAUTIFUL ENERGY
Serial Number:	78630990	GO GIRL
Serial Number:	77688710	NOR CAL
Serial Number:	77976754	GO GIRL
Serial Number:	77688770	NOR-CAL
Serial Number:	77619616	GO GIRL BLISS
Serial Number:	77123811	GIRLFRIENDS
Serial Number:	77197766	GO GIRL GLO
Serial Number:	77337151	GO GIRL SUGAR FREE ENERGY DRINK
Serial Number:	75502602	NC NORCAL

CORRESPONDENCE DATA

Fax Number: (734)747-7147
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3139636420

900149062

**TRADEMARK
 REEL: 004107 FRAME: 0593**

CH \$265.00 78714982

Email: schultz@millercanfield.com
Correspondent Name: Joni M. Thrower
Address Line 1: 150 West Jefferson Ave
Address Line 2: Suite 2500
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	125055-305 NOR-CAL
NAME OF SUBMITTER:	Joni M. Thrower
Signature:	/jonimthrower/
Date:	12/03/2009
Total Attachments: 5 source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 1, 2009 by and between COMERICA BANK ("Bank") and NOR-CAL BEVERAGE CO., INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated March 24, 2006 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided however that the security interest granted hereby shall not include any property of Borrower to the extent such property (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the California Uniform Commercial Code), or (ii) the granting of a security interest therein is contrary to applicable law or would result in the abandonment, invalidation or unenforceability of any right, title or interest of Borrower therein, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

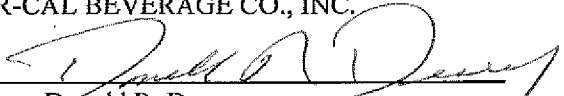
GRANTOR:

Address of Grantor:

2286 Stone Blvd.
West Sacramento, California 95691

Attn: PRESIDENT

NOR-CAL BEVERAGE CO., INC.

By: 
Name: Donald R. Deary
Title: President


By: _____
Name: Mike Motroni
Title: Chief Financial Officer

BANK:

Address of Bank:

Comerica Bank
Commercial Loan Services Department
75 E. Trimble Road
San Jose, CA 95131

Attn: Loan Documentation

COMERICA BANK


By: 
Name: Gema L. Lopez
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Application Number</u>	<u>Registration Number</u>	<u>Description</u>
78714982	3277381	BEAUTIFUL ENERGY
78630990	3235947	GO GIRL
77688710		NOR CAL
77976754		GO GIRL
77688770		NOR-CAL
77619616	3684382	GO GIRL BLISS
77123811	3489472	GIRLFRIENDS
77197766	3463672	GO GIRL GLO
77337151		GO GIRL SUGAR FREE ENERGY DRINK
75502602	2230932	NC NORCAL