

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sweet Leaf Tea Company		12/23/2009	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Republic Holdings Texas II, LP
<b>Composed Of:</b>	COMPOSED OF Republic Holding Texas, GP, LLC, a Texas limited liability company, its general partner
<b>Street Address:</b>	1601 Rio Grande, Suite 345
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS

<b>Name:</b>	Accent Texas Fund II, LP
<b>Composed Of:</b>	COMPOSED OF Accent GP II, LLC, its general partner
<b>Street Address:</b>	5300 Bee Caves Road, Bldg. 1, Ste. 240
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78746
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	Aegis Texas Venture Fund II, LP
<b>Composed Of:</b>	COMPOSED OF Aegis Texas Venture Fund II GP, LLC, a Texas limited liability company, its general partner
<b>Street Address:</b>	11000 Richmond, Suite 550
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77042
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

**900154331**

**TRADEMARK  
 REEL: 004146 FRAME: 0818**

**CH \$90.00 77726828**

Property Type	Number	Word Mark
Serial Number:	77726828	
Serial Number:	77450177	SWEET LEAF
Serial Number:	77450191	SWEET LEAF

**CORRESPONDENCE DATA**

Fax Number: (214)745-5390  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2147455300  
Email: jmuennink@winstead.com  
Correspondent Name: Janie Muennink c/o Winstead PC  
Address Line 1: P.O. Box 50784  
Address Line 4: Dallas, TEXAS 75250-0784

ATTORNEY DOCKET NUMBER:	51520.1
NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muennink/
Date:	02/09/2010

**Total Attachments: 9**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is entered into as of December 23, 2009 (the "Effective Date"), by and between REPUBLIC HOLDINGS TEXAS II, LP, a Texas limited partnership, ACCENT TEXAS FUND II, LP, a Delaware limited partnership, and AEGIS TEXAS VENTURE FUND II, LP, a Delaware limited partnership (each a "Lender" and, collectively, "Lenders"), and SWEET LEAF TEA COMPANY, a Texas corporation ("Grantor").

### RECITALS:

A. Lenders have agreed to make certain advances of money to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lenders and Grantor dated the Effective Date (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. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to each Lender 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to each Lender 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 Exhibits 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.

This security interest is granted in conjunction with the security interest granted to each Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

*[This space intentionally left blank.]*

IN WITNESS WHEREOF, the parties have cause 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:

3601 South Congress Ave., Suite D-100  
Austin, Texas 78704

SWEET LEAF TEA COMPANY

By: 

Name: Brian Goldberg

Title: CEO

*[Signature Page to Intellectual Property Security Agreement]*


**LENDERS:**

Address of Lender:

1601 Rio Grande, Suite 345  
Austin, Texas 78701

REPUBLIC HOLDINGS TEXAS II, LP,  
a Texas limited partnership

By: REPUBLIC HOLDING TEXAS, GP, LLC,  
A Texas limited liability company,  
its General Partner

By:   
\_\_\_\_\_  
Wm. Ward Greedwood,  
Member

*[Signature Page to Intellectual Property Security Agreement]*


**TRADEMARK**  
**REEL: 004146 FRAME: 0823**

Address of Lender:

5300 Bee Caves Rd.  
Building 1, Suite 240  
Austin, Texas 78746

ACCENT TEXAS FUND II, LP,  
a Delaware limited partnership

By: ACCENT GP II, LLC,  
Its General Partner

By:   
Name: Mansoor Ahori  
Title: Managing Director


*[Signature Page to Intellectual Property Security Agreement]*

Address of Lender:

11000 Richmond, Suite 550  
Houston, Texas 77042

AEGIS TEXAS VENTURE FUND II, LP,  
a Delaware limited partnership

By: AEGIS TEXAS VENTURE FUND II GP, LLC,  
a Texas limited liability company  
its General Partner

By:   
Name: Kevin Dragan  
Title: CEO

*[Signature Page to Intellectual Property Security Agreement]*



EXHIBIT A

Copyrights

Registration/  
Application  
Number

Registration/  
Application  
Date

Description

None

Exhibit A

**TRADEMARK**  
**REEL: 004146 FRAME: 0826**

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

Exhibit B

**TRADEMARK**  
**REEL: 004146 FRAME: 0827**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
1. Granny Logo	77726828	May 1, 2009
2. Sweet Leaf (Iced Tea)	77450177	April 16, 2008
3. Sweet Leaf (Lemonade)	77450191	April 16, 2008

Exhibit C