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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Admiral Beverage Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Wyoming
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association, as Administrative Agent
Internal Address:
Street Address: 7000 Central Parkway, N.E., Suite 1300
City: Atlanta
State: Georgia
Country: USA Zip: 30328

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other natl banking assoc Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 15, 2010

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Notice of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See SCHEDULE A attached hereto.

B. Trademark Registration No.(s)

See SCHEDULE A attached hereto.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See SCHEDULE A attached hereto.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: McGuireWoods LLP
Internal Address: Attn: Terry Witcher, Paralegal
Street Address: 201 North Tryon Street, Suite 3000
City: Charlotte
State: North Carolina Zip: 28202
Phone Number: 704-343-2000
Fax Number: 704-444-8857
Email Address: twitcher@mcguirewoods.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 90.00

☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

03/25/2010 DBYRNE 00000001 3335625
01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

9. Signature:

Signature

March 19, 2010
Date

Steven D. Ritchie, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

TRADEMARKS

Trademark	Serial No.	Registration No.	Date of Application	Date of Registration
DR. DENALI (words only)	76471481	3335625	11/29/2002	11/17/2007
XZUDE (words only)	78551888	3116376	01/21/2005	07/18/2006
Z (stylized)	78699224	3221565	08/24/2005	03/27/2007

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("***Agreement***"), dated as of March 15, 2010, is made by **ADMIRAL BEVERAGE CORPORATION**, a Wyoming corporation (the "***Grantor***"), in favor of Wells Fargo Bank, National Association, as administrative agent (the "***Administrative Agent***") for the Secured Parties (as defined in that certain Credit Agreement (the "***Credit Agreement***") dated as of March 15, 2010, among the Grantor, the Administrative Agent and the lenders party thereto).

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantor entered into that certain Security Agreement dated as of March 15, 2010 (as amended, supplemented, waived or otherwise modified from time to time, the "***Security Agreement***"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in its Intellectual Property (as defined in the Security Agreement), including Trademarks (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and the Related Credit Arrangements, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and

remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank.]

The parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto authorized as of the day and year first above written.

ADMIRAL BEVERAGE CORPORATION

By: _____
Name: Thomas L. Taylor
Title: Senior Vice President & Chief Operating Officer

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____
Name: Jacquelyn Mammen
Title: Assistant Vice President

Notice and Confirmation of Grant of Security Interest in Trademarks
Signature Page

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