

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIPP Distributors, Inc.		07/30/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Banamex USA		
Street Address:	2029 Century Park East, 42nd Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2082930	SENIORIAL	
Registration Number:	3394878	SANGRIA SENORIAL NON-ALCOHOLIC NATURAL AND ARTIFICIAL FLAVOR SANGRIA FLAVORED CARBONATED BEVERAGE	
CORRESPONDENCE DATA			
Fax Number:	(214)978-3099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(214) 978-3000		
Email:	angela.young@bakermckenzie.com		
Correspondent Name:	Baker & McKenzie LLP		
Address Line 1:	2001 Ross Ave., Suite 2300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	35223202-000002		
NAME OF SUBMITTER:	S. Roxanne Edwards		
Signature:	/S. Roxanne Edwards/		

CH \$65.00 2082930

Date:

08/11/2010

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2010 (this "Agreement"), is between TIPP DISTRIBUTORS, INC., a Texas corporation (the "Assignor"), in favor of BANAMEX USA (the "Assignee").

PRELIMINARY STATEMENTS

A. Pursuant to that certain Business Loan Agreement of even date herewith (as amended, restated, amended and restated or otherwise modified from time to time, the "Loan Agreement"); capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Loan Agreement), among Nova U.S.A., Inc., a Delaware corporation (the "Borrower"), as borrower, Assignor, as guarantor, and Assignee, as lender, Assignee has agreed to make a loan to the Borrower pursuant to the terms and conditions of the Loan Agreement;

B. The Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. The Assignor has entered into that certain Commercial Security Agreement of even date herewith (the "Security Agreement"), in favor of the Assignee; and

D. Pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under (a) all United States trademarks (including service marks), trade names, trade dress and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (e) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Grant. The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, a continuing security interest in the Collateral to secure, the prompt payment and performance of the Obligations.

2. Incorporation by Reference. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are fully set

forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement between the parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed jointly by an authorized officer of each party hereto and supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. WAIVER OF JURY TRIAL. EACH LOAN PARTY AND THE LENDER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTES OR ANY OF THE OTHER LOAN DOCUMENTS OR THE ACTIONS OF THE LENDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.


5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

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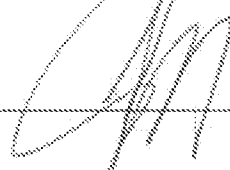
IN WITNESS WHEREOF, each Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

TIPP DISTRIBUTORS, INC., as Assignor

By: 
Name: _____
Title: _____

BANAMEX USA, as Assignee

By: 
Name: _____ **Juan Estrada G.**
Senior Vice President
Corporate and Commercial
Banking

By: 
Name: _____ **Jorge A. Figueroa**
Executive Vice President

Title: _____

ANNEX I
to
Trademark Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
TIPP DISTRIBUTORS, INC.	SEÑORIAL		2,082,930
TIPP DISTRIBUTORS, INC.	SANGRIA SEÑORIAL NON-ALCOHOLIC NATURAL AND ARTIFICIAL FLAVOR SANGRIA FLAVORED CARBONATED BEVERAGE & Desing		3,394,878

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number

TRADEMARK LICENSES

Name of Grantor	Name of Agreement	Date of Agreement	Parties to Agreement