

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	
Magner Corporation of America	11/29/2010	
	CORPORATION: CONNECTICUT	
RECEIVING PARTY DATA		
Name:	RBS Citizens, National Association	
Street Address:	63 Eugene O'Neil Drive	
City:	New London	
State/Country:	CONNECTICUT	
Postal Code:	06320	
Entity Type:	National Association: CONNECTICUT	
PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1698843	MAGNER
Registration Number:	2672569	COINSTREAM
Registration Number:	3578396	MAGCOM
CORRESPONDENCE DATA		
Fax Number:	(203)772-2037	
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2037868314	
Email:	hkim@uks.com	
Correspondent Name:	Hanna Kim	
Address Line 1:	265 Church Street, 10th Floor	
Address Line 2:	Updike, Kelly & Spellacy Attn: H. Kim	
Address Line 4:	New Haven, CONNECTICUT 06510	
NAME OF SUBMITTER:	Hanna Kim	
Signature:	/Hanna Kim/	

OP \$90.00 1698843

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TRADEMARK
REEL: 004422 FRAME: 0437

Date:

11/30/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") dated as of November 29, 2010 is entered into by and among **RBS CITIZENS, NATIONAL ASSOCIATION** (successor by merger to Citizens Bank of Connecticut) (the "Lender" or "Secured Party"), **MAGNER CORPORATION OF AMERICA** ("Magner"), a Connecticut corporation, with its principal address at 41 West Street, Middlefield, Connecticut 06455, and **MAGEE COMPANY** ("Magee" and individually and collectively and jointly and severally with Magner, the "Debtor"), a Connecticut corporation with its principal address at 41 West Street, Middlefield, Connecticut 06455.

W I T N E S S E T H

WHEREAS, pursuant to that certain Amended and Restated Security Agreement by and among the Secured Party and Debtor dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement"), Debtor has granted to the Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined in the Security Agreement), listed on Schedules A-1 and A-2 attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

"**ICANN**" means the Internet Corporation for Assigned Names and Numbers.

"**Registry**" means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

2. **SECURITY INTEREST.**

2.1. **Security Interest.** As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to the Secured Party, a continuing security interest in and first priority lien on the Domain Names, Trademarks, Patents and Copyrights.

2.2. **Supplemental Security Agreement.** Pursuant to the Security Agreement, Debtor has granted to the Secured Party a continuing security interest in and lien on the Collateral (including the Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Code (including the security interest in the Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Code. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights (and any and all Obligations of Debtor with respect to the Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the Obligations of Debtor) in, to or with respect to the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. **AFTER-ACQUIRED DOMAIN NAMES, ETC.**

3.1. **After-Acquired Domain Names, Copyrights, Trademarks and Patents.** If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents, or become entitled to the benefit of any Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of the Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party's interests therein.

3.2. Amendment to Schedule. Debtor authorizes the Secured Party to modify this Agreement, without the necessity of Debtor's further approval or signature, by amending Schedules A-1 and A-2 hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

4. NO LIABILITY ASSUMPTION; INDEMNIFICATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY DEBTOR, AND DEBTOR SHALL INDEMNIFY THE SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. RIGHTS AND REMEDIES CUMULATIVE; JOINT AND SEVERAL.

5.1. Cumulative Rights and Remedies. The Secured Party's rights and remedies with respect to the Domain Names, Copyrights, Trademarks and Patents, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party, under the Security Agreement.

5.2. Joint and Several. Each Debtor now or hereafter a party to this Agreement acknowledges that it is jointly and severally liable for all of the Obligations. Each Debtor expressly understands, agrees and acknowledges that (i) each Debtor is affiliated with each other Debtor by common ownership, (ii) each Debtor desires to have the availability of separate credit facilities, (iii) each Debtor has requested that Lender extend such separate credit facilities on the terms provided in the Credit Agreement, (iv) Lender will be lending against, and relying on a lien upon, all of Debtor's assets even though the proceeds of any particular loan made hereunder may not be advanced directly to a particular Debtor, (v) each Debtor will nonetheless benefit by the making of all such loans by Lender, and (vi) all of the representations, warranties, covenants, obligations, conditions, agreements and other terms contained in this Agreement and the other Loan Documents shall be applicable to and shall be binding upon each Debtor.

6. **AMENDMENT AND WAIVER.** This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

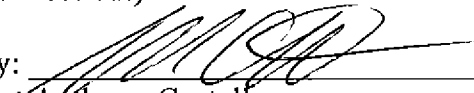
7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

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[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed as of the day and year first above written.


RBS CITIZENS, NATIONAL ASSOCIATION
(successor by merger to Citizens Bank of
Connecticut)

By: 
Anthony Castellon
Its Senior Vice President

MAGNER CORPORATION OF AMERICA

By: 
Douglas R. Magee, Jr.
Its President

MAGEE COMPANY

By: 
Douglas R. Magee, Jr.
Its President

SCHEDULE A-1

Magner Corporation of America

Trademarks

Marks	Brief Description	Mark Type	Class	Serial Number	Filing Date	Registration Date	Registration Number
MAGNER®				74149630	3/20/91	7/7/92	1698843
COINSTREAM®				75836487	11/1/99	1/7/03	2672569
MAGCOM®				76692904	9/16/08	2/24/09	3578396

Patents

None

Domain Names

Domain Name	Date First Registered	Date Last Registered	Expires	Purpose
magner.com				
mageecompany.com				
mag-ii.com				
selfservicecoin.com				
checktech.com				

Copyrights

Copyrights	Original Publisher	Notes
MAGCOM		

SCHEDULE A-2

Magee Company

Trademarks

Marks	Brief Description	Mark Type	Serial Class Number	Filing Date	Registration Date	Registration Number

Patents

Inventors:
Assignee Name:
Serial No.:
Series Code:
Filing Date:
Priority Date:
Published:
Abstract:

Domain Names

Domain Name	Date First Registered	Date Last Registered	Expires	Purpose

Copyrights

Copyrights	Original Publisher	Notes