

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sun Fresh Beverages, Inc.		04/21/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	600 Peachtree Street		
<b>Internal Address:</b>	13th Floor, Mail Code: GA 1-006-13-15		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3107419	DR WHAM	
<b>Registration Number:</b>	1529948	GRAPICO	
<b>Registration Number:</b>	0381562	GRAPICO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-581-8275		
<b>Email:</b>	srbrown@jonesday.com		
<b>Correspondent Name:</b>	Sidney R. Brown, Jones Day		
<b>Address Line 1:</b>	1420 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	739326-142026		
<b>NAME OF SUBMITTER:</b>	Sidney R. Brown		

OP \$90.00 3107419

900190035

**TRADEMARK**  
 REEL: 004527 FRAME: 0170

Signature:	/Sidney R. Brown/
Date:	04/21/2011
<b>Total Attachments: 4</b> source=Bank of America SunFresh Beverages 2011 Trademark Security Agreement#page1.tif source=Bank of America SunFresh Beverages 2011 Trademark Security Agreement#page2.tif source=Bank of America SunFresh Beverages 2011 Trademark Security Agreement#page3.tif source=Bank of America SunFresh Beverages 2011 Trademark Security Agreement#page4.tif	

## GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Sun Fresh Beverages, Inc., a Delaware corporation (the "*Grantor*"), with principal offices at 103 Oxmoor Road, Birmingham, Alabama 32509, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, with principal offices at 600 Peachtree Street, 13<sup>th</sup> Floor, Mail Code: GA 1-006-13-15, Atlanta, Georgia 30308 (together with its successors and assigns, the "*Grantee*"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "*Marks*") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in that certain Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto, and the Grantee, dated as of April 21, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Security Agreement*") of the Grantor. Once the Obligations have been indefeasibly paid in full, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[Remainder of this page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 21st  
day of April, 2011.

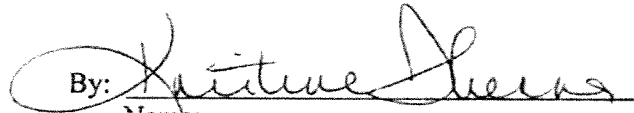
SUN FRESH BEVERAGES, INC., Grantor

By:   
Name: James C. Lee III  
Title: President

[Buffalo Rock – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004527 FRAME: 0173**

BANK OF AMERICA, N.A.,  
as Collateral Agent and Grantee

By:   
Name: Kristine Thenner, Vice President

[Buffalo Rock - Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004527 FRAME: 0174**

**SCHEDULE A**

Mark	Registration No.	Registration Date
DR. WHAM	3,107,419	6/20/2006
GRAPICO and Design	1,529,948	3/14/1989
GRAPICO Stylized Letters	381,562	10/1/1940