

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY																				
CONVEYING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Republic Holdings Texas II, LP</td> <td></td> <td>06/01/2011</td> <td>LIMITED PARTNERSHIP: TEXAS</td> </tr> <tr> <td>Accent Texas Fund II, LP</td> <td></td> <td>06/01/2011</td> <td>LIMITED PARTNERSHIP: DELAWARE</td> </tr> <tr> <td>Aegis Texas Venture Fund, LP</td> <td></td> <td>06/01/2011</td> <td>LIMITED PARTNERSHIP: DELAWARE</td> </tr> <tr> <td>Aegis Texas Venture Fund II, LP</td> <td></td> <td>06/01/2011</td> <td>LIMITED PARTNERSHIP: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Republic Holdings Texas II, LP		06/01/2011	LIMITED PARTNERSHIP: TEXAS	Accent Texas Fund II, LP		06/01/2011	LIMITED PARTNERSHIP: DELAWARE	Aegis Texas Venture Fund, LP		06/01/2011	LIMITED PARTNERSHIP: DELAWARE	Aegis Texas Venture Fund II, LP		06/01/2011	LIMITED PARTNERSHIP: DELAWARE
Name	Formerly	Execution Date	Entity Type																		
Republic Holdings Texas II, LP		06/01/2011	LIMITED PARTNERSHIP: TEXAS																		
Accent Texas Fund II, LP		06/01/2011	LIMITED PARTNERSHIP: DELAWARE																		
Aegis Texas Venture Fund, LP		06/01/2011	LIMITED PARTNERSHIP: DELAWARE																		
Aegis Texas Venture Fund II, LP		06/01/2011	LIMITED PARTNERSHIP: DELAWARE																		
RECEIVING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Sweet Leaf Tea Company</td> </tr> <tr> <td>Street Address:</td> <td>3601 South Congress Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>Suite D-100</td> </tr> <tr> <td>City:</td> <td>Austin</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>78704</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: TEXAS</td> </tr> </table>		Name:	Sweet Leaf Tea Company	Street Address:	3601 South Congress Avenue	Internal Address:	Suite D-100	City:	Austin	State/Country:	TEXAS	Postal Code:	78704	Entity Type:	CORPORATION: TEXAS						
Name:	Sweet Leaf Tea Company																				
Street Address:	3601 South Congress Avenue																				
Internal Address:	Suite D-100																				
City:	Austin																				
State/Country:	TEXAS																				
Postal Code:	78704																				
Entity Type:	CORPORATION: TEXAS																				
PROPERTY NUMBERS Total: 3																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3730884</td> <td></td> </tr> <tr> <td>Registration Number:</td> <td>3590263</td> <td>SWEET LEAF</td> </tr> <tr> <td>Registration Number:</td> <td>3590264</td> <td>SWEET LEAF</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3730884		Registration Number:	3590263	SWEET LEAF	Registration Number:	3590264	SWEET LEAF								
Property Type	Number	Word Mark																			
Registration Number:	3730884																				
Registration Number:	3590263	SWEET LEAF																			
Registration Number:	3590264	SWEET LEAF																			
CORRESPONDENCE DATA																					
<p>Fax Number: (818)637-3311 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 818-551-3602 Email: christa.cole@us.nestle.com Correspondent Name: Nestle USA, Inc.</p>																					

OP \$90.00 3730884

900194416

**TRADEMARK
 REEL: 004561 FRAME: 0382**

Address Line 1: 800 N Brand Blvd
Address Line 2: Trademark Dept - 14th Floor
Address Line 4: Glendale, CALIFORNIA 91203

NAME OF SUBMITTER:	Christa Cole
--------------------	--------------

Signature:	/Christa Cole/
------------	----------------

Date:	06/14/2011
-------	------------

Total Attachments: 7

source=Release of Security Interest - Final#page1.tif
source=Release of Security Interest - Final#page2.tif
source=Release of Security Interest - Final#page3.tif
source=Release of Security Interest - Final#page4.tif
source=Release of Security Interest - Final#page5.tif
source=Release of Security Interest - Final#page6.tif
source=Release of Security Interest - Final#page7.tif

RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST, effective as of June 1, 2011, is made by REPUBLIC HOLDINGS TEXAS II, LP, a Texas limited partnership (“**Republic**”), whose address is 1601 Rio Grande, Suite 345, Austin, Texas 78701, ACCENT TEXAS FUND II, LP, a Delaware limited partnership (“**Accent**”), whose address is 5300 Bee Caves Road, Building 1, Suite 240, Austin, Texas 78746, AEGIS TEXAS VENTURE FUND, LP, a Delaware limited partnership (“**Aegis**”), whose address is 11000 Richmond, Suite 550, Houston, Texas 77042, AEGIS TEXAS VENTURE FUND II, LP, a Delaware limited partnership (“**Aegis II**”), whose address is 11000 Richmond, Suite 550, Houston, Texas 77042. Republic, Accent, Aegis and Aegis II are collectively referred to herein as the “**Secured Parties**.”

WHEREAS, SWEET LEAF TEA COMPANY, a Texas corporation (“**Grantor**”), having its principal place of business at 3601 South Congress Avenue, Suite D-100, Austin, Texas 78704, executed and delivered that certain Loan and Security Agreement, dated as of August 10, 2009, as amended (the “**First L&S Agreement**”), and that certain Intellectual Property Security Agreement, dated as August 10, 2009 (the “**First IPSA**”, and together with the First L&S Agreement, the “**First Security Agreement**”), in favor of Republic and Accent;

WHEREAS, Grantor executed and delivered that certain Loan and Security Agreement, dated as of December 23, 2009, as amended (the “**Second L&S Agreement**”), and that certain Intellectual Property Security Agreement, dated as December 23, 2009 (the “**Second IPSA**”, and together with the Second L&S Agreement, the “**Second Security Agreement**”), in favor of Republic, Accent and Aegis II;

WHEREAS, Grantor executed and delivered that certain Loan and Security Agreement, dated as of June 10, 2010, as amended (the “**Third L&S Agreement**”), and that certain Intellectual Property Security Agreement, dated as June 10, 2010 (the “**Third IPSA**”, and together with the Third L&S Agreement, the “**Third Security Agreement**”), in favor of the Secured Parties;

WHEREAS, Grantor, executed and delivered that certain Loan and Security Agreement, dated as of December 30, 2010, as amended (the “**Fourth L&S Agreement**”, and together with the First L&S Agreement, the Second L&S Agreement and the Third L&S Agreement, the “**L&S Agreements**”), and that certain Intellectual Property Security Agreement, dated as December 30, 2010 (the “**Fourth IPSA**”, and together with the Fourth L&S Agreement, the “**Fourth Security Agreement**,” and the Fourth Security Agreement, together with the First Security Agreement, the Second Security Agreement and the Third Security Agreement, the “**Security Agreements**”), in favor of Accent, Aegis and Aegis II;

WHEREAS, pursuant to the Security Agreements, Grantor granted and pledged to the Secured Parties a security interest in and to Grantor’s right, title and interest in, to, and under the Intellectual Property Collateral (as defined in the L&S Agreements, respectively), including, without limitation, those trademarks set forth on the attached Exhibit A and all present and future rights (including, without limitation, the right to sue for past, present, or future infringements), titles, and interests of Grantor in and to all trademark and servicemark rights, registered or not, applications to register and registrations, renewals and extensions thereof, and like protections, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), and the entire goodwill of the business of Assignor connected with the trademarks;

WHEREAS, the First IPSA was recorded in the United States Patent and Trademark Office in Reel/Frame 4052/0852, on August 26, 2009;

WHEREAS, the Second IPSA was recorded in the United States Patent and Trademark Office in Reel/Frame 4146/0818, on February 9, 2010;

WHEREAS, the Third IPSA was recorded in the United States Patent and Trademark Office in Reel/Frame 4259/0235, on August 11, 2010;

WHEREAS, the Fourth IPSA was recorded in the United States Patent and Trademark Office in Reel/Frame 4451/0245, on January 11, 2011; and

WHEREAS, Grantor's Obligations (as defined in the L&S Agreements, respectively) under each of the Security Agreements have been satisfied and the Secured Parties no longer claim an interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Parties each hereby releases to Grantor all of its respective right, title and interest in and to its security interest in, to and under the Intellectual Property Collateral, including without limitation the Intellectual Property Collateral identified on Exhibit A.

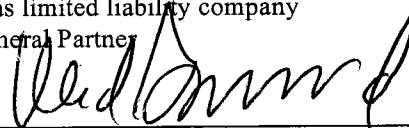
The Secured Parties agree to provide Grantor upon its request therefor with any information within a Secured Parties' possession or control, provided such information is not subject to any confidentiality restrictions of a third party, or additional authorization reasonably necessary to effect the release of the Secured Parties' respective security interests in the Intellectual Property Collateral, and Grantor shall reimburse the Secured Parties for any reasonable costs or expenses incurred in connection with providing any such information or additional authorization.

[signature pages immediately follow]

IN WITNESS WHEREOF, the undersigned have caused this Release of Security Interest to be duly executed and delivered as of the date first above written.

REPUBLIC HOLDINGS TEXAS II, LP,
a Texas limited partnership

By: REPUBLIC HOLDINGS TEXAS II GP, LLC,
a Texas limited liability company
Its General Partner

By: 
Wm. Ward Greenwood, Member

STATE OF TEXAS

§

§

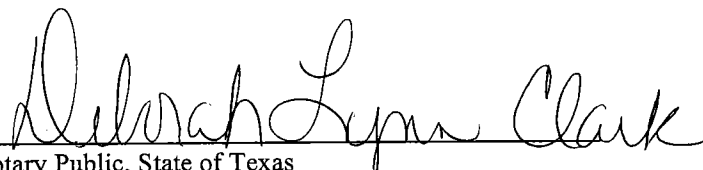
COUNTY OF TRAVIS

§

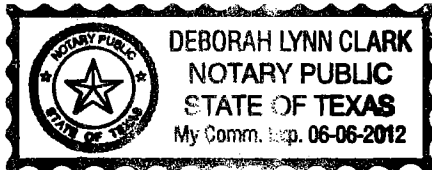
This instrument was ACKNOWLEDGED before me on May 25, 2011, by Wm. Ward Greenwood, member of Republic Holdings Texas II GP, LLC, a Texas limited liability company, the general partner of Republic Holdings Texas II, LP, a Texas limited partnership, on behalf of said limited partnership.

[S E A L]

My Commission Expires:


Notary Public, State of Texas

Printed Name of Notary Public



ACCENT TEXAS FUND II, LP,
a Delaware limited partnership

By: ACCENT GP II, LLC,
Its General Partner

By: *[Signature]*
Mansoor Ghori, Managing Director

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was ACKNOWLEDGED before me on 31 May, 2011, by Mansoor Ghori, managing director of Accent GP II, LLC, the general partner of Accent Texas Fund II, LP, a Delaware limited partnership, on behalf of said limited partnership.

[SEAL]



My Commission Expires
3-7-12

[Signature]
Notary Public, State of Texas

Shannon Martinez
Printed Name of Notary Public

AEGIS TEXAS VENTURE FUND, LP,
a Delaware limited partnership

By: AEGIS TEXAS VENTURE FUND GP, LLC,
a Delaware limited liability company
its general partner

By: *Kevin Dragan*
Kevin Dragan, CFO

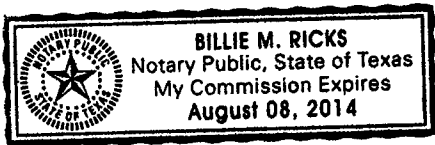
STATE OF TEXAS §
COUNTY OF HARRIS §
§

This instrument was ACKNOWLEDGED before me on May 26, 2011, by Kevin Dragan, CFO of Aegis Texas Venture Fund GP, LLC, a Delaware limited liability company, the general partner of Aegis Texas Venture Fund, LP, a Delaware limited partnership, on behalf of said limited partnership.

[SEAL]

My Commission Expires:
8/8/2014

Billie M. Ricks
Notary Public, State of Texas
Billie M. Ricks
Printed Name of Notary Public



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

By: AEGIS TEXAS VENTURE FUND II GP, LLC,
a Delaware limited liability company
its general partner

By: *Kevin Dragan*
Kevin Dragan, CFO

STATE OF TEXAS §
COUNTY OF HARRIS §
§

This instrument was ACKNOWLEDGED before me on May 26, 2011, by Kevin Dragan, CFO of Aegis Texas Venture Fund II GP, LLC, a Delaware limited liability company, the general partner of Aegis Texas Venture Fund II, LP, a Delaware limited partnership, on behalf of said limited partnership.

[SEAL]

My Commission Expires:
8/8/2014

Billie M. Ricks
Notary Public, State of Texas
BILLIE M. RICKS
Printed Name of Notary Public



EXHIBIT A**Trademarks**

MARK	APPLICATION NO. / APPLICATION DATE	REGISTRATION NO. / REGISTRATION DATE	REGISTRANT
Granny Logo	App. No. 77726828 05/01/2009	Reg. No. 3730884 12/29/2009	Sweet Leaf Tea Company
Sweet Leaf (Iced Tea)	App. No. 77450177 04/16/2008	Reg. No. 3590263 03/17/2009	Sweet Leaf Tea Company
Sweet Leaf (lemonade)	App. No. 77450191 04/16/2008	Reg. No. 3590264 03/17/2009	Sweet Leaf Tea Company