

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Collateral Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gold Coast Beverage Distributors, Inc.		07/22/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	777 Brickell Avenue		
Internal Address:	2nd Floor MC: 1042		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3700892	GOLD COAST BEVERAGE DISTRIBUTORS	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	001833/406379		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

OP \$40.00 3700892

Date:

10/25/2011

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

THIS TRADEMARK COLLATERAL AGREEMENT (this "Agreement"), dated as of July 22, 2011, executed by GOLD COAST BEVERAGE DISTRIBUTORS, INC., a Florida corporation (the "Grantor") in favor of SUNTRUST BANK, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties. Capitalized terms used in this Agreement shall have the meanings set forth in the Collateral Agreement (as defined below) unless specifically defined herein.

WITNESSETH:

WHEREAS, the Grantor, Eran Holdings, Inc. ("Eran"), Gold Coast Holdings, Inc. ("Holdings"), and together with Eran and the Grantor, the "Credit Parties"), the Lenders from time to time party thereto (the "Lenders") and the Administrative Agent, are all party to that certain Fourth Amended and Restated Credit Agreement dated as of July 22, 2011 (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to continue to provide a revolving credit facility, which includes a letter of credit subfacility and swingline subfacility;

WHEREAS, the Credit Parties previously entered into that certain Third Amended and Restated Collateral Agreement, dated as of June 27, 2008 (as amended and reaffirmed by the Master Amendment to Security Documents and Reaffirmation Agreement, dated as of July 22, 2011, by and among the Credit Parties, the other parties thereto, and the Administrative Agent, and as further amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Collateral Agreement"), pursuant to which the Grantor has granted to the Administrative Agent a continuing security interest in, among other things, the Intellectual Property of the Grantor, including, without limitation, (a) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations;

WHEREAS, it is a condition precedent to the Secured Parties' obligations under the Credit Agreement that the Grantor grant to the Administrative Agent a security interest in the Property (as defined herein); and

WHEREAS, the Grantor desires to execute this Agreement to satisfy the conditions precedent described above.

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any agreement now or hereafter in existence providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule I attached hereto.

“Trademarks” means, collectively, all of the following of any Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, those listed on Schedule I attached hereto, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present or future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world.

2. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor hereby mortgages, pledges, hypothecates, sets over and conveys a security interest to the Administrative Agent, for the benefit of the Secured Parties and does hereby grant to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark; and

(b) each Trademark License; and

(c) all products and proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, for breach or enforcement of any Trademark License or for any injury to the goodwill associated with the use of any such Trademark, and all rights corresponding thereto throughout the world, if any, including, without limitation, with respect to any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the grant set forth above shall not be effective as a transfer of title to the Property unless and until the Administrative Agent exercises the rights and remedies accorded to it under the Collateral

Agreement and by law with respect to the realization upon its security interest in the Property, and until such time, the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity and registration of, and the security interest granted in, such Property; provided, however, that the foregoing shall not impose an obligation on the Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business. The Grantor agrees not to sell or assign its interest in, or grant any sublicense under, the Property, except that the Grantor may license or sublicense (i) the Property not necessary for operations and (ii) the Property in the ordinary course of the Grantor's business consistent with past practices but only in a manner consistent with the preservation of the current substance, validity and registration, and the security interest granted in, such Property. Upon the exercise by the Administrative Agent of the rights and remedies accorded to it under the Collateral Agreement and by law with respect to the realization upon its security interest in the Property, the Grantor's ownership of the Property, in which a continuing security interest under this paragraph has been granted to the Administrative Agent shall be terminated.

3. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Property with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent under the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Administrative Agent) shall remain in full force and effect in accordance with its terms.

4. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Administrative Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. This Agreement shall terminate upon termination of the Collateral Agreement. At any time and from time to time prior to such termination, the Administrative Agent may, in accordance with the terms of the Collateral Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Administrative Agent or any Secured Party) in order to evidence such termination.

6. If at any time before the termination of this Agreement in accordance with Section 5, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Collateral Agreement with respect to such new Trademark or

Trademark License. The Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 6.

7. The Grantor further agrees that (a) neither the Administrative Agent nor any Secured Party shall have any obligation or responsibility to protect, defend, file, prosecute, obtain or maintain the Property and the Grantor shall, at its own expense, protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Collateral Agreement and in accordance with its prudent business judgment, (b) the Grantor shall forthwith advise the Administrative Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Administrative Agent may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Administrative Agent for all reasonable expenses, including attorneys' fees, incurred by the Administrative Agent in protecting, defending and maintaining the Property.

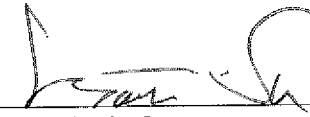
8. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. THIS AGREEMENT, UNLESS EXPRESSLY SET FORTH THEREIN, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

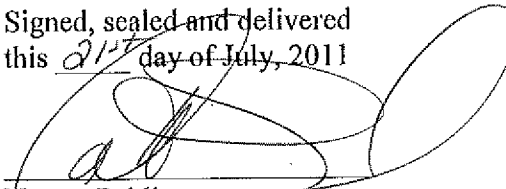
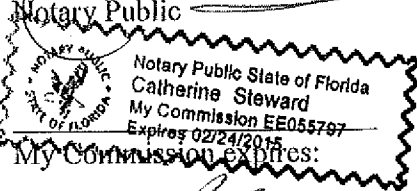
[Signatures on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Collateral Agreement to be duly executed under seal and delivered by its duly authorized officer as of the date first above written.


GOLD COAST BEVERAGE
DISTRIBUTORS, INC.

By: 
Name: Martin Sweren
Title: Treasurer


Signed, sealed and delivered
this 21st day of July, 2011


Notary Public

My Commission Expires:


Witness


Witness

Schedule I
To Trademark Collateral Agreement

Trademark	Registration Number	Date of Registration
 The logo for Gold Coast Beverage Distributors features the words "GOLD COAST" in a large, bold, sans-serif font. Below it, "BEVERAGE DISTRIBUTORS" is written in a smaller, all-caps, sans-serif font. The text is centered within a circular border that has a jagged, gear-like edge. The entire logo is rendered in a halftone or dotted pattern.	3,700,892	10/27/2009