

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
BIG TRAIN, INC.		03/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3774390	BIG TRAIN NATURALS	
Registration Number:	3709611	MAKE ANY DRINK AN EXTRAORDINARY DRINK	
Registration Number:	3925840	DRAGONFLY	
Registration Number:	3632064	TRADITIONAL MEXICAN BEVERAGES WITH A TWIST	
Registration Number:	3415248	BREEZA	
Registration Number:	3419098	A COOL BREEZE IN A CUP	
Registration Number:	3431921	SERENO ORGANIC CHAI	
Registration Number:	3415086	ESCAPE TO CALM	
Registration Number:	3309472	ADD-A-BOOST	
Serial Number:	85425018	FIT FRAPPÉ	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

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Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00217
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	03/29/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2012, is made by BIG TRAIN, INC., a Delaware corporation (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as borrower, Holdings, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

BIG TRAIN, INC., a Delaware corporation, as Grantor

By: *[Signature]*
Name: Donna Krause
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

By: 
Name: Dean Jeffe
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
BIG TRAIN NATURALS	3774390	4/13/10
MAKE ANY DRINK AN EXTRAORDIN-ARY DRINK	3709611	11/10/09
DRAGONFLY	3925840	3/1/11
TRADITIONAL MEXICAN BEVERAGES WITH A TWIST	3632064	6/2/09
BREEZA	3415248	4/22/08
A COOL BREEZE IN A CUP	3419098	4/29/08
SERENO ORGANIC CHAI	3431921	5/20/08
ESCAPE TO CALM	3415086	4/22/08
ADD-A-BOOST	3309472	10/9/07

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
SOUTHERN VELVET	85/424,139	9/15/11
FIT FRAPPE	85/425,018	9/15/11
RED VELVET CAKE AND DRINK IT TOO	85/419,451	9/9/11

3. IP LICENSES

<u>Trademark</u>	<u>Licensor</u>	<u>Registration /License Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Mystic	Agilex Flavors & Fragrances, Inc.	R/N 3,157,638 (U.S.)	17-May-2011	Perpetual
Mystic	Agilex Flavors & Fragrances, Inc.	S/N 1,199,290 (CA)	1-Dec-2006	20-Nov-2013
Gourmet Coolers (& Design	Agilex Flavors & Fragrances, Inc.	S/N 76584483 (U.S.)	1-Dec-2006	20-Nov-2013
Lighthouse Food And	Agilex Flavors & Fragrances,	R/N 2,234,318 (U.S.)	1-Dec-2006	20-Nov-2013

Beverage	Inc.			
Sip Of Hope	Agilex Flavors & Fragrances, Inc.	S/N 76/572,617 (U.S.)	1-Dec-2006	20-Nov-2013
Sip Of Hope	Agilex Flavors & Fragrances, Inc.	(CA)	1-Dec-2006	20-Nov-2013
Trade Breeze	Agilex Flavors & Fragrances, Inc.	S/N 76/525,979 (U.S.)	1-Dec-2006	20-Nov-2013
Trade Seas	Agilex Flavors & Fragrances, Inc.	S/N 76/525,978 (U.S.)	1-Dec-2006	20-Nov-2013
Tradewinds	Agilex Flavors & Fragrances, Inc.	S/N 76/475,743 (U.S.)	1-Dec-2006	20-Nov-2013