

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		08/31/2012	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	North American Beverages, LLC
Street Address:	720 Jewell Drive
City:	Waco
State/Country:	TEXAS
Postal Code:	76712
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2352076	NUGRAPE
Registration Number:	2455948	AS GOOD AS IT GETS!
Registration Number:	1694726	BIG PEACH
Registration Number:	1611421	BIG RED
Registration Number:	1628540	BIG RED
Registration Number:	1628539	BIG RED
Registration Number:	0691351	BIG RED
Registration Number:	2842988	NESBITT'S
Registration Number:	3131820	NESBITT'S
Serial Number:	78698205	AS GOOD AS IT GETS

CORRESPONDENCE DATA

Fax Number: 2146614691

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

CH \$265.00 2352076

*via US Mail.*

Phone: 214-953-6691  
Email: b.k.drinkwater@bakerbotts.com  
Correspondent Name: B. K. Drinkwater, c/o Baker Botts L.L.P.  
Address Line 1: 2001 Ross Avenue, Suite 600  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	077417.0108
NAME OF SUBMITTER:	B. K. Drinkwater
Signature:	/B. K. Drinkwater/
Date:	08/31/2012

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of August 31, 2012, is made by Goldman Sachs Specialty Lending Group, L.P., in its capacity as Collateral Agent (the “**Assignor**”), in favor of North American Beverages, LLC, a Texas limited liability company (the “**Assignee**”).

### W I T N E S S E T H:

**WHEREAS**, the Assignees is a party to (i) the Pledge and Security Agreement, dated as of August 6, 2007 (the “**Security Agreement**”) and (ii) the Assignment of Security Interest in Trademarks, dated as of August 6, 2007 (the “**Trademark Security Agreement**”);

**WHEREAS**, as used herein, the term Trademark shall mean all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature used by the Grantors whether registered or common law, all registrations and applications for any of the foregoing.

**WHEREAS**, pursuant to the Trademark Security Agreement, the Assignee pledged and granted to the Assignor for the benefit of the Secured Parties a lien on and security interest in and to all right, title and interest in, to and under all of the following pledged collateral of the Assignee (collectively, the “**Trademark Collateral**”): (a) Trademarks of the Assignee listed on Schedule I attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all proceeds of any and all of the foregoing;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 7, 2007 at Reel/Frame No. 3595/0915; and

**WHEREAS**, the Assignee desires that the Assignor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

**NOW THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee are as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

**SECTION 2. Termination and Release.** The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral,

including the Trademarks listed on Schedule I attached hereto, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

**SECTION 3. Recordation.** The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the United States Patent and Trademark Office.

**SECTION 4. Further Assurances.** The Assignor hereby agrees to duly execute and deliver to the Assignee any further documents and to do such other acts that the Assignee (or their agents or designees) reasonably request, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title and interest in the Trademark Collateral.

**SECTION 5. Governing Law.** THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officers as of the date first set forth above.

**GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.,**  
as Collateral Agent

By:   
Name: **Jason P. Gelberd**  
Title: **Senior Vice President**

**SCHEDULE I**  
to  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS AND**  
**TRADEMARK APPLICATIONS**

Assignee	Mark	Reg. No.	Reg. Date
North American Beverages, LLC	NUGRAPE	2,352,076	23-May-2000
North American Beverages, LLC	AS GOOD AS IT GETS! <i>As Good As It Gets!</i>	2,455,948	29-May-2001
North American Beverages, LLC	BIG PEACH	1,694,726	16-Jun-1992
North American Beverages, LLC	BIG RED	1,611,421	28-Aug-1990
North American Beverages, LLC	BIG RED <b>BIG RED</b>	1,628,540	18-Dec-1990
North American Beverages, LLC	BIG RED	1,628,539	18-Dec-1990
North American Beverages, LLC	BIG RED <b>BIG RED</b>	691,351	12-Jan-1960
North American Beverages, LLC	NESBITT'S <i>Nesbitt's</i>	2,842,988	18-May-04
North American Beverages, LLC	NESBITT'S	3,131,820	22-Aug-06

**TRADEMARK APPLICATIONS**

Assignee	Mark	Appl. No.	Appl. Date
North American Beverages, LLC	AS GOOD AS IT GETS	78/698,205	23-Aug-05