

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North American Beverages, LLC		08/31/2012	LIMITED LIABILITY COMPANY: TEXAS
All Sport, Inc.		08/31/2012	CORPORATION: DELAWARE
Thomas Kemper Acquisition Co., Inc.		08/31/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	7000 Central Parkway, N.E., Suite 1300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	78196208	NESBITT'S
Serial Number:	78196213	NESBITT'S
Serial Number:	77189296	BIG RED JAK
Serial Number:	77385043	BIG BLUE
Serial Number:	77577095	BIG ORANGE
Serial Number:	77772072	BIG PINEAPPLE
Serial Number:	77787590	BIG RED VS. BIG BLUE
Serial Number:	77794947	BIG GREEN
Serial Number:	77841853	BIG COCONUT
Serial Number:	85070480	SANS
Serial Number:	85240642	SO SWEET. SO SMOOTH.

OP \$740.00 78196208

Serial Number:	85322267	BIG GUARANA
Serial Number:	85240588	DELICIOUSLY DIFFERENT
Serial Number:	85559195	BIG APPLE
Serial Number:	85649818	BIG MANZANA
Serial Number:	85684430	BIG JAK
Serial Number:	75785800	NUGRAPE
Serial Number:	74175535	BIG PEACH
Serial Number:	73414488	BIG RED
Serial Number:	73403777	BIG RED
Serial Number:	73403132	BIG RED
Serial Number:	72038159	BIG RED
Serial Number:	75135092	ALL SPORT BODY QUENCHER
Serial Number:	75134256	ALL SPORT
Serial Number:	74118261	ALL SPORT
Serial Number:	77473311	HYDRATION NATION
Serial Number:	76582634	ALL SPORT PLUS
Serial Number:	74212452	THOMAS KEMPER
Serial Number:	85516594	THOMAS KEMPER

CORRESPONDENCE DATA

Fax Number: 7044448857
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 704.343.2000
Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Paralegal
Address Line 1: 201 North Tryon Street, Suite 3000
Address Line 2: McGuireWoods LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
Signature:	/s/ Terry L. Witcher
Date:	09/12/2012

Total Attachments: 8
source=Notice of Security Interest in Trademarks#page1.tif
source=Notice of Security Interest in Trademarks#page2.tif
source=Notice of Security Interest in Trademarks#page3.tif
source=Notice of Security Interest in Trademarks#page4.tif
source=Notice of Security Interest in Trademarks#page5.tif

source=Notice of Security Interest in Trademarks#page6.tif
source=Notice of Security Interest in Trademarks#page7.tif
source=Notice of Security Interest in Trademarks#page8.tif

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "*Agreement*"), dated as of August 31, 2012, is made by **NORTH AMERICAN BEVERAGES, LLC**, a Texas limited liability company, **ALL SPORT, INC.**, a Delaware corporation, and **THOMAS KEMPER ACQUISITION CO., INC.**, a Texas corporation (each a "*Grantor*" and collectively, the "*Grantors*"), in favor of Wells Fargo Bank, National Association (the "*Lender*"), for its benefit and the benefit of certain of its Affiliates, in connection with that certain Credit Agreement (the "*Credit Agreement*") dated as of the date hereof, between Big Red Group Holdings, LLC, a Delaware limited liability company, as borrower, and the Lender.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantors entered into that certain Security Agreement dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Lender, for its benefit and the benefit of certain of its Affiliates; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Lender, for its benefit and the benefit of certain of its Affiliates, a security interest in such Grantor's Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks (as defined in the Security Agreement); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to from time to time make and maintain extensions of credit under the Credit Agreement and the Related Credit Arrangements, each Grantor agrees, for the benefit of the Lender and its Affiliates, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby confirms that pursuant to the Security Agreement such Grantor granted to the Lender, for its benefit and the benefit of certain of its Affiliates, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks of such Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the

terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank; signature pages follow.]

The parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto authorized as of the day and year first above written.

GRANTORS:

NORTH AMERICAN BEVERAGES, LLC

ALL SPORT, INC.

THOMAS KEMPER ACQUISITION CO., INC.

By: 

Name: James Bradley

Title: Chief Financial Officer

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 

Name: Mark E. Douglass

Title: Vice President

SCHEDULE A

TRADEMARKS

<u>Grantor</u>	<u>Word Mark</u>	<u>Country</u>	<u>Live / Dead</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
North American Beverages, LLC	NESBITT'S	U.S. Federal	LIVE	78196208	12/19/2002	3131820	8/22/2006
North American Beverages, LLC	NESBITT'S	U.S. Federal	LIVE	78196213	12/19/2002	2842988	5/18/2004
North American Beverages, LLC	BIG RED JAK	U.S. Federal	LIVE	77189296	5/24/2007	3680330	9/8/2009
North American Beverages, LLC	BIG BLUE	U.S. Federal	LIVE	77385043	1/31/2008	3588614	3/10/2009
North American Beverages, LLC	BIG ORANGE	U.S. Federal	LIVE	77577095	9/23/2008	3782082	4/27/2010
North American Beverages, LLC	BIG PINEAPPLE	U.S. Federal	LIVE	77772072	7/1/2009	3877714	11/16/2010
North American Beverages, LLC	BIG RED VS. BIG BLUE	U.S. Federal	LIVE	77787590	7/23/2009		

<u>Grantor</u>	<u>Word Mark</u>	<u>Country</u>	<u>Live / Dead</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
North American Beverages, LLC	BIG GREEN	U.S. Federal	LIVE	77794947	8/1/2009		
North American Beverages, LLC	BIG COCONUT	U.S. Federal	LIVE	77841853	10/5/2009		
North American Beverages, LLC	SANS	U.S. Federal	LIVE	85070480	6/24/2010	3935910	3/22/2011
North American Beverages, LLC	SO SWEET. SO SMOOTH.	U.S. Federal	LIVE	85240642	2/11/2011	4180276	7/24/2012
North American Beverages, LLC	BIG GUARANA	U.S. Federal	LIVE	85322267	5/16/2011		
North American Beverages, LLC	DELICIOUSLY DIFFERENT	U.S. Federal	LIVE	85240588	2/11/2012	4180275	7/24/2012
North American Beverages, LLC	BIG APPLE	U.S. Federal	LIVE	85559195	3/2/2012		
North American Beverages, LLC	BIG MANZANA	U.S. Federal	LIVE	85649818	6/12/2012		
North American Beverages,	BIG JAK	U.S. Federal	LIVE	85684430	7/23/2012		

<u>Grantor</u>	<u>Word Mark</u>	<u>Country</u>	<u>Live / Dead</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
LLC							
North American Beverages, LLC	NUGRAPE	U.S. Federal	LIVE	75785800	8/26/1999	2352076	5/23/2000
North American Beverages, LLC	BIG PEACH	U.S. Federal	LIVE	74175535	6/10/1991	1694726	6/16/1992
North American Beverages, LLC	BIG RED	U.S. Federal	LIVE	73414488	2/22/1983	1611421	8/28/1990
North American Beverages, LLC	BIG RED	U.S. Federal	LIVE	73403777	11/24/1982	1628540	12/18/1990
North American Beverages, LLC	BIG RED	U.S. Federal	LIVE	73403132	11/18/1982	1628539	12/18/1990
North American Beverages, LLC	BIG RED	U.S. Federal	LIVE	72038159	10/1/1957	691351	1/12/1960
All Sport, Inc.	ALL SPORT BODY QUENCHER	U.S. Federal	LIVE	75135092	7/15/1996	2083775	6/29/1997
All Sport, Inc.	ALL SPORT	U.S. Federal	LIVE	75134256	7/15/1996	2081378	7/22/1997
All Sport, Inc.	ALL SPORT	U.S. Federal	LIVE	74118261	11/19/1990	1747887	1/19/1983
All Sport, Inc.	HYDRATION NATION	U.S. Federal	LIVE	77473311	5/13/2008	3655676	7/14/2009

<u>Grantor</u>	<u>Word Mark</u>	<u>Country</u>	<u>Live / Dead</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
All Sport, Inc.	ALL SPORT PLUS	U.S. Federal	LIVE	76582634	3/24/2004	2978019	7/26/2005
Thomas Kemper Acquisition Co., Inc.	THOMAS KEMPER	U.S. Federal	LIVE	74212452	10/10/1991	1729709	11/3/1992
Thomas Kemper Acquisition Co., Inc.	THOMAS KEMPER	U.S. Federal	LIVE	85516594	01/13/12		

V41439377