



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

☒ No

Name: Branch Banking and Trust Company, as agent

Street Address: 200 West Second Street

City: Winston Salem

State: North Carolina

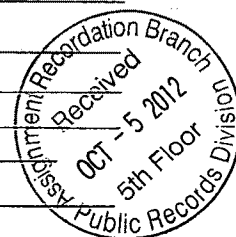
Country: USA Zip: 27101

☐ Individual(s) Citizenship☐ Association    ☐ Citizenship☐ Partnership    ☐ Citizenship

☐ Limited Partnership      Citizenship

☒ Corporation    Citizenship North Carolina☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)



Execution Date(s) SEPTEMBER 26, 2012

☐ Assignment
 ☐ Merger  
☒ Security Agreement
 ☐ Change of Name  
☐ Other

A. Trademark Application No.(s)	Text
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B. Trademark Registration No.(s)

2183733, 2604351, 2516061

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**6. Total number of applications and registrations involved:**

2

Name: Christopher E. Vinyard, Esq.

Internal Address:

Street Address: Troutman Sanders LLP

1001 Haxall Point

City: Richmond

State: Virginia Zip: 23229

Phone Number: 804-697-1249

Docket Number:

Email Address: [chris.vinyard@troutmansanders.com](mailto:chris.vinyard@troutmansanders.com)

**8. Payment Information:**

Deposit Account Number: TW5 00000022 2183733

Authorized User Name

**9. Signature:**

Signature

Date \_\_\_\_\_

Lawrence L. Quier

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

1

**Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450**

TRADEMARK  
REEL: 004887 FRAME: 0405

IP SECURITY AGREEMENT  
(TRADEMARKS)

THIS IP SECURITY AGREEMENT (this "IP Security Agreement") is dated as of the 26th day of September, 2012, by and between KAUAI COFFEE COMPANY, LLC a Delaware limited liability company (the "Grantor"); and BRANCH BANKING AND TRUST COMPANY ("BB&T"), acting as agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for itself and for the other Secured Parties (as defined in the Credit Agreement referred to below).

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement dated as of September 26, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Massimo Zanetti Beverage USA, Inc. as Borrower; the Grantor and other Guarantors named therein as Guarantors; the lenders from time to time party thereto (collectively, the "Lenders"); BB&T as Administrative Agent; and BB&T Capital Markets, as Lead Arranger. The Grantor and the Administrative Agent are also parties to a Security Agreement dated as of September 26, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement").

Subject to the terms of the Security Agreement, the Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in, lien on and right of set-off against, all of the Grantor's right, title and interest in and to the United States trademarks and trademark applications described on Schedule 1 attached hereto and made a part hereof, to secure the payment and performance of the Obligations (as defined in the Security Agreement).

This IP Security Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than Virginia are governed by the laws of such jurisdiction.


This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

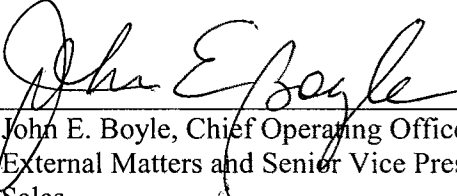
The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

[Signature appears on following page]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement (Trademarks) to be duly executed by their duly authorized officers, all as of the date first above written.

KAUAI COFFEE COMPANY, LLC

By:  (SEAL)  
Lawrence L. Quier, Chief Operating Officer -  
Internal Matters and Chief Financial Officer

By:  (SEAL)  
John E. Boyle, Chief Operating Officer -  
External Matters and Senior Vice President -  
Sales

SCHEDULE 1  
TO IP SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
Kauai Coffee & Design	US	2183733
Kauai Coffee	US	2604351
Hula Girl Design	US	2516061

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