

10/05/2012



103650254

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

1. Name of conveying party(ies):

Massimo Zanetti Beverage USA, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) SEPTEMBER 26, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Branch Banking and Trust Company, as agent

Street Address: 200 West Second Street

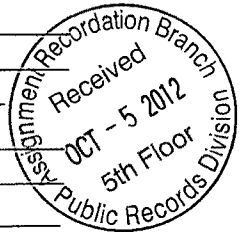
City: Winston Salem

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)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

0784094, 0632806, 3068091, 3068077, 2006514, 0894796

Additional sheet(s) attached? Yes No

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

5. Name & address of party to whom correspondence concerning document should be mailed:

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

9. Signature: [Signature]

Signature

Lawrence L. Quier

Name of Person Signing

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$590

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

Deposit Account Number: 1078971011 AMBLINE 00000003 0704094

Authorized User Name: _____

9/26/12

Date

Total number of pages including cover sheet, attachments, and document: 5

10-5-12

Recordation Form Cover Sheet

Conveying Party: Massimo Zanetti Beverage USA, Inc.
Receiving Party: Branch Banking and Trust Company, as Agent

Section 4 (continued)

Trademark Registration No.(s):

0781823, 1014223, 4185329, 2366913, 1249156, 0838900, 1980790, 0051468, 2157824,
2173203, 3987120, 3819573, 2297002, 1332466, 4031136, 1597673, 4051879

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 MASSIMO ZANETTI BEVERAGE USA, INC., a Delaware corporation (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 Guarantors named therein; 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.

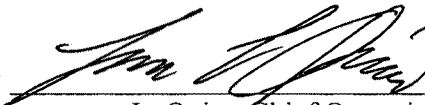
This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

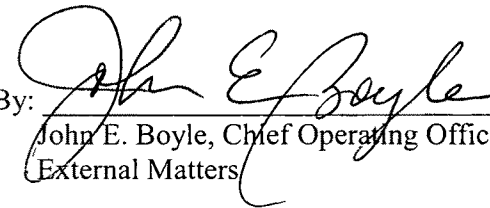
The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder. In the event of any conflict between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

MASSIMO ZANETTI BEVERAGE USA, INC.

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

By:  (SEAL)
John E. Boyle, Chief Operating Officer –
External Matters

SCHEDULE 1
TO IP SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
Chock Full O’Nuts & Design	US	0784094
Chock Full O’Nuts the Heavenly Coffee	US	0632806
Chock Full O’Nuts	US	3068091
Chock Full O’ Nuts & Design	US	3068077
Chock Full O’Nuts	US	2006514
Chock Full O’Nuts	US	0894796
Hills Bros	US	0781823
Hills Bros	US	1014223
Hills Bros. the Trusted Coffee Since 1878 & Design	US	4185329
Master Chef	US	2366913
MJB & Design	US	1249156
MJB & Design	US	0838900
Chase & Sanborn	US	1980790
Arab Man Device	US	0051468
Checkerboard Design in Cl. 25	US	2157824
Checkerboard Design in Cl. 30	US	2173203
Dark Satin	US	3987120
heavenly.	US	3819573
Heavenly Hazelnut	US	2297002
High Yield	US	1332466
Opti-Roast	US	4031136
Perfect Balance	US	1597673
Reveille	US	4051879

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