

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beverage-Air Corporation		12/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code: TX1-492-14-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4027139	MARKETMAX	
Registration Number:	3777849	LUMAVUE	
Registration Number:	2440745	B BEVERAGE-AIR	
Registration Number:	821128	BEVERAGE-AIR	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	4452178-3577		

OP \$115.00 4027139

NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	01/04/2013
<b>Total Attachments: 4</b> source=Beverage-Air Corporation-Trademark Security Agreement#page1.tif source=Beverage-Air Corporation-Trademark Security Agreement#page2.tif source=Beverage-Air Corporation-Trademark Security Agreement#page3.tif source=Beverage-Air Corporation-Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 12, 2012, by and between BEVERAGE-AIR CORPORATION, a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Ali S.p.A., a corporation organized under the laws of Italy ("Parent"), Ali Group North America Corporation, a Delaware corporation (the "Company"), the Designated Borrowers from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Pledge and Security Agreement, dated as of the date hereof, among the Grantor, the Company, certain other Subsidiaries of Parent from time to time party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, a continuing security interest in any and all right, title and interest of the Grantor in and to all Trademarks (other than Excluded Property) of the Grantor, whether now owned or existing or owned, acquired or arising hereafter, including, without limitation, the Trademarks described on Schedule 1 hereto.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

BEVERAGE-AIR CORPORATION, as Grantor

By: 

Name: Robert August

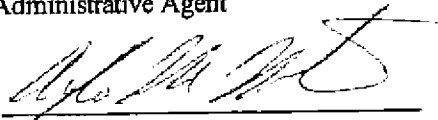
Title: President

Ali S.p.A.  
Ali Group North America Corporation  
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**TRADEMARK**  
**REEL: 004935 FRAME: 0980**

Acknowledged and accepted:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: 


Name: Angelo M. Martorana  
Title: Assistant Vice President

Ali S.p.A.  
Ali Group North America Corporation  
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REEL: 004935 FRAME: 0981

Schedule 1

Trademarks

Trademark	Registration No. / Application No.	Registration Date / Filing Date
MARKETMAX	4,027,139	September 13, 2011
LUMAVUE	3,777,849	April 20, 2010
B BEVERAGE-AIR & Design 	2,440,745	April 3, 2001
BEVERAGE-AIR	821,128	December 27, 1966