

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAMPOFRESCO, CORP.		06/28/2013	CORPORATION: PUERTO RICO

RECEIVING PARTY DATA

Name:	FIRSTBANK PUERTO RICO
Street Address:	1519 Ponce de Leon Avenue
City:	San Juan
State/Country:	PUERTO RICO
Postal Code:	00907
Entity Type:	BANKING CORPORATION: PUERTO RICO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	71030828	LOTUS
Serial Number:	73700695	LOTUS
Serial Number:	75187826	ORANGE PLUS
Serial Number:	75155419	TREESWEET
Serial Number:	75155418	AWAKE
Serial Number:	75579569	CARIBIK SUN
Serial Number:	74347040	CARIBE

CORRESPONDENCE DATA

Fax Number: 7877592767  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 7872502637  
 Email: tro@mcvpr.com  
 Correspondent Name: TATIANA ROMAN-OROZCO  
 Address Line 1: 270 MUNOZ RIVERA AVE.

OP \$190.00 71030828

Address Line 2: 9TH FLOOR  
Address Line 4: SAN JUAN, PUERTO RICO 00918

ATTORNEY DOCKET NUMBER:	06675-0011
NAME OF SUBMITTER:	TATIANA ROMAN-OROZCO
Signature:	/Tatiana Roman/
Date:	07/09/2013

Total Attachments: 5  
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2013, is made by CAMPOFRESCO, CORP., a corporation organized under the laws of the Commonwealth of Puerto Rico (the "Grantor" or the "Borrower"), in favor of Firstbank Puerto Rico ("Firstbank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) (the Lenders, together with Firstbank, collectively hereinafter referred to as the "Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of June 28, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto, and Firstbank, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Credit Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Lenders, and grants to the Administrative Agent, for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Puerto Rico.


**[Signature Pages Follow]**



IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CAMPOFRESCO CORP.  
as Grantor

By:   
Name: Diego J. Suárez Matienzo  
Title: Chairman of the Board of Directors

Affidavit No. 796

Subscribed and acknowledged to before me by Diego J. Suárez Matienzo, as Chairman of the Board of Directors of CAMPOFRESCO, CORP., of legal age, married, property owner and resident of San Juan, Puerto Rico, whom I have identified by his driver's license issued by the Commonwealth of Puerto Rico, which includes his signature and picture. In San Juan, Puerto Rico, this 28<sup>th</sup> day of June, 2013.







Notary



ACCEPTED AND AGREED  
as of the date first above written:

FIRSTBANK PUERTO RICO  
as Administrative Agent  
By:   
Name: Danilo Ondina  
Title: Vice-President





**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**  
**(UNITED STATES)**

Trademark	Registration Number / Application Serial Number (SN)
Awake	2,091,157
Awake	1,716,286
Caribik Sun	2,279,505
Lotus	67,476
Lotus	1,501,506
Orange Faces	809,366
Orange Faces	809,367
Orange Faces	809,368
Orange Plus	2,780,933      SN 75/187,826
Orange Plus	961,653
Passionade	2,272,447
TreeSweet	2,246,937
TreeSweet	656,892
TreeSweet/design	354,723
TreeSweet/design	390,633
TreeSweet/design	390,947
TreeSweet/design	391,646
Tropical plus	SN 75-579441
Caribe	1,876,815

*alp*

*alp*

**TRADEMARKS – PUERTO RICO (DEPT. OF STATE)**

<b>Mark</b>	<b>Trademark Cert. No</b>
Diseño de Acerola Plus	39,905
Diseño de Grape Plus	39,904
Diseño de Orange Plus	39,907
Diseño de Tropical Plus	39,906
Diseño de Awake	32,839
Diseño de TreeSweet Grape Juice	32,845
Diseño de TreeSweet Guava Pineapple	39,918
Diseño de TreeSweet Limeade	32,840
Diseño de TreeSweet Orange Juice	32,844
Diseño de TreeSweet Passion Fruit Nectar	32,842
Lotus	9926
Caribik Sun and designs	28,276
Caribik Sun diseño y etiqueta	29,362
Caribik Sun and design	49,882
Orange Drops and design	43,968
Passionade (word) design and colors	43,967

