

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
The Jel Sert Co.		07/24/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wheaton Bank & Trust Company, as agent
Street Address:	211 S. Wheaton Avenue
City:	Wheaton
State/Country:	ILLINOIS
Postal Code:	60187
Entity Type:	state bank: ILLINOIS

PROPERTY NUMBERS Total: 130

Property Type	Number	Word Mark
Serial Number:	77142229	A FUN WAY TO DRINK MILK
Serial Number:	75068072	ARCTIC SQUEEZERS
Serial Number:	74012198	AUNT WICK'S
Serial Number:	77772472	BE GOOD TO YOUR BODY!
Serial Number:	74636016	BERRY JAMMER
Serial Number:	85257248	BOLIS
Serial Number:	85257233	BOLIS
Serial Number:	85371701	BOLIS
Serial Number:	85371675	BOLIS
Serial Number:	74468482	BOLIS
Serial Number:	85189078	BOLIS RASPADOS
Serial Number:	77772358	BOOST YOUR IMMUNE SYSTEM!
Serial Number:	74263714	
Serial Number:	74636020	CHERRY CHARGER

CH \$3265.00 77142229

Serial Number:	74186732	CHILLIN' CHERRY
Serial Number:	85215986	EL CHARRITO
Serial Number:	75059826	EL CHARRITO
Serial Number:	74636013	ELECTRIC GRAPE
Serial Number:	85869835	ENERGICE
Serial Number:	77772380	ENERGIZE YOUR BODY & MIND!
Serial Number:	75185465	FLAVOR AID
Serial Number:	72254424	FLA-VOR-AID
Serial Number:	76596958	FLAVORICE
Serial Number:	72307650	FLA-VOR-ICE
Serial Number:	85029389	FLA-VOR-ICE FUSION
Serial Number:	77635930	FROOTEE ICE
Serial Number:	85601713	FRUIT SQUEEZERS
Serial Number:	74115695	FRUIT SQUEEZERS
Serial Number:	78928720	GEL SQUEEZERS
Serial Number:	74186734	GLOBAL GRAPE
Serial Number:	78216179	ICE POPS
Serial Number:	74553609	IT'S YOUR WORLD
Serial Number:	73649053	JEL SERT
Serial Number:	75643514	KIWI STRAWBERRY SPLASH
Serial Number:	74186478	LEGENDARY BERRY
Serial Number:	77883275	LEGENDARY BERRY
Serial Number:	75151136	LITTLE ORPHAN ORANGE
Serial Number:	73349933	LITTLE ORPHAN ORANGE
Serial Number:	75151137	LOUIE-BLOO RASPBERRY
Serial Number:	76564652	LOUIE-BLOO RASPBERRY
Serial Number:	77142224	MAKES MILK FUN
Serial Number:	74636019	MEGABERRY
Serial Number:	85330175	MELON COLLIE
Serial Number:	77880591	MONDO
Serial Number:	77951779	MONDO
Serial Number:	85724489	MONDO
Serial Number:	74260540	MONDO
Serial Number:	74170029	MONDO FRUIT SQUEEZERS
Serial Number:	74191477	MONDO FRUIT SQUEEZERS

**TRADEMARK**

**REEL: 005084 FRAME: 0183**

	78689959	MR. FREEZE
Serial Number:	77119835	MR. FREEZE
Serial Number:	77135043	MY-T-FINE
Serial Number:	85768054	MY-T-FINE
Serial Number:	85841254	MY-T-FINE COOKIE BEANS
Serial Number:	85841264	MY-T-FINE COOKIE BITES
Serial Number:	85053113	NUTRI-ICE
Serial Number:	78134132	NUTRITION...AT YOUR SPEED OF LIFE
Serial Number:	85303394	OTTER POPS
Serial Number:	75171309	OTTER POPS
Serial Number:	78182050	OTTER POPS
Serial Number:	73349929	OTTER POPS
Serial Number:	77710736	OTTER*POPS
Serial Number:	85029400	OTTER * POPS FUSIONS
Serial Number:	74186479	OUTSTANDING ORANGE
Serial Number:	75151138	PONCHO PUNCH
Serial Number:	73727827	PONCHO PUNCH
Serial Number:	76564665	PONCHO PUNCH
Serial Number:	76615457	POP-ICE
Serial Number:	85005072	POP-ICE
Serial Number:	73404937	POP-ICE
Serial Number:	85005063	
Serial Number:	77883285	PRIMO PUNCH
Serial Number:	74186735	PRIMO PUNCH
Serial Number:	77927146	PURE KICK
Serial Number:	85691148	PURE KICK
Serial Number:	85691160	PURE KICK
Serial Number:	85691176	PURE KICK
Serial Number:	77772403	REST YOUR BODY & MIND...ZZZZZ
Serial Number:	77930488	RESTORE YOUR BODY & MIND!
Serial Number:	85435091	ROYAL
Serial Number:	85199718	ROYAL
Serial Number:	85114653	ROYAL
Serial Number:	77908010	ROYAL
Serial Number:	85710109	ROYAL

	85724533	ROYAL
Serial Number:	71130252	ROYAL
Serial Number:	71397460	ROYAL
Serial Number:	72039909	ROYAL
Serial Number:	72039911	ROYAL
Serial Number:	73115326	ROYAL
Serial Number:	75428693	ROYAL
Serial Number:	75146264	SIR ISAAC LIME
Serial Number:	76628373	SIR ISAAC LIME
Serial Number:	77772455	SLIM & TRIM YOUR BODY!
Serial Number:	77011635	SODA POPS
Serial Number:	85848794	SODA SQUEEZERS
Serial Number:	76374864	SPORT SQUEEZERS
Serial Number:	85691106	SQUEEZERS
Serial Number:	85691099	SQUEEZIT
Serial Number:	85217146	SQUEEZIT
Serial Number:	85166449	SQUEEZIT
Serial Number:	75185664	
Serial Number:	75151139	STRAWBERRY SHORT KOOK
Serial Number:	76564650	STRAWBERRY SHORT KOOK
Serial Number:	78736963	SUNSPLASH ORANGE
Serial Number:	78180647	SUNSPLASHERS
Serial Number:	85952483	SUNSPLASHERS
Serial Number:	85841943	SUPER B
Serial Number:	85841932	SUPER B
Serial Number:	85698596	SUPER C
Serial Number:	85698557	SUPER C
Serial Number:	85698577	SUPER C
Serial Number:	77583175	SUPER C
Serial Number:	77584341	SUPER C VITAMIN & MINERAL DRINK MIX
Serial Number:	77584847	SUPER C VITAMIN & MINERAL DRINK MIX
Serial Number:	85841971	SUPER D
Serial Number:	85841955	SUPER D
Serial Number:	85841993	SUPER E
Serial Number:	85841984	SUPER E

	77772426	SUPPORT YOUR ACTIVE BODY!
Serial Number:	74636012	TOTALLY TROPICAL
Serial Number:	74222854	TROPICAL FLAVORS
Serial Number:	85921961	TWIN TUBES
Serial Number:	85841273	WATERMELON WIPEOUT
Serial Number:	74636015	WATERMELON WIPEOUT
Serial Number:	72013948	WYLER'S
Serial Number:	73345762	WYLER'S
Serial Number:	74598167	WYLER'S
Serial Number:	78090790	ZOIC
Serial Number:	85691170	ZOIC

**CORRESPONDENCE DATA**

Fax Number: 3126095005  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-609-7897  
Email: hmiller@vedderprice.com  
Correspondent Name: Holly Miller  
Address Line 1: 222 North LaSalle Street - 24th Floor  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	42861000003/D SCHOENDORFF
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	08/06/2013

**Total Attachments: 26**  
source=Patent Copyright License and Trademark Security Agreement#page1.tif  
source=Patent Copyright License and Trademark Security Agreement#page2.tif  
source=Patent Copyright License and Trademark Security Agreement#page3.tif  
source=Patent Copyright License and Trademark Security Agreement#page4.tif  
source=Patent Copyright License and Trademark Security Agreement#page5.tif  
source=Patent Copyright License and Trademark Security Agreement#page6.tif  
source=Patent Copyright License and Trademark Security Agreement#page7.tif  
source=Patent Copyright License and Trademark Security Agreement#page8.tif  
source=Patent Copyright License and Trademark Security Agreement#page9.tif  
source=Patent Copyright License and Trademark Security Agreement#page10.tif  
source=Patent Copyright License and Trademark Security Agreement#page11.tif  
source=Patent Copyright License and Trademark Security Agreement#page12.tif  
source=Patent Copyright License and Trademark Security Agreement#page13.tif  
source=Patent Copyright License and Trademark Security Agreement#page14.tif  
source=Patent Copyright License and Trademark Security Agreement#page15.tif

source=Patent Copyright License and Trademark Security Agreement#page16.tif  
source=Patent Copyright License and Trademark Security Agreement#page17.tif  
source=Patent Copyright License and Trademark Security Agreement#page18.tif  
source=Patent Copyright License and Trademark Security Agreement#page19.tif  
source=Patent Copyright License and Trademark Security Agreement#page20.tif  
source=Patent Copyright License and Trademark Security Agreement#page21.tif  
source=Patent Copyright License and Trademark Security Agreement#page22.tif  
source=Patent Copyright License and Trademark Security Agreement#page23.tif  
source=Patent Copyright License and Trademark Security Agreement#page24.tif  
source=Patent Copyright License and Trademark Security Agreement#page25.tif  
source=Patent Copyright License and Trademark Security Agreement#page26.tif

## PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of July 24, 2013 by The Jel Sert Co., an Illinois corporation ("Borrower"), in favor of Wheaton Bank & Trust Company, acting as agent (in such capacity, the "Agent") for the Lenders referred to below.

### WITNESSETH:

WHEREAS, Borrower, the financial institutions from time to time party thereto ("Lenders") and Agent have entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement, the Lenders' commitments to make certain loans and advances to Borrower thereunder that Borrower enter into this Agreement;

NOW THEREFORE, in consideration of the premises, to induce Agent and each Lender to enter into the Credit Agreement, to induce the Lenders to make any loan or advance to Borrower thereunder and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of the Obligations, Borrower hereby grants to Agent, for the benefit of Lenders and Agent, a security interest in and to all of Borrower's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and

payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all Borrower's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Borrower is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of Borrower's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which Borrower is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Borrower pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License prohibits such grant; provided further, however, that, upon Agent's request, Borrower will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

3. **Restrictions on Future Agreements.** Borrower agrees and covenants that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been



terminated, Borrower will not, without Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Borrower's obligations under this Agreement, and Borrower further agrees and covenants that without Agent's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights granted to Agent under this Agreement. Borrower agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Agent thereto.

4. **Certain Covenants, Representations and Warranties of Borrower.** Borrower covenants, represents and warrants (to the best of Borrower's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Borrower) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise, except to the extent Borrower reasonably determines in good faith that the same is no longer material to Borrower's business; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and, to the best of Borrower's knowledge, Borrower is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Borrower's knowledge, no written claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Borrower owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Borrower pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Borrower, in each case except for (A) rights granted by Borrower pursuant to any license agreement and (B) Liens and encumbrances in favor of Agent, for the benefit of Lenders and itself, pursuant to this Agreement or the other Loan Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which Borrower has any right, title or interest; provided that upon the occurrence of a Default or Event of Default, the Borrower shall promptly deliver to Agent upon its request updated Schedules C and E including any and all applicable licenses; (vii) Borrower has the unqualified right to enter into this Agreement and perform its terms; (viii) Borrower will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to Borrower's business); and (ix) Borrower will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Borrower shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application,

trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D, or upon a Default or any Event of Default, any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of Borrower or rights of Agent hereunder.

6. **Royalties; Terms.** Borrower hereby agrees that the security interest of Agent in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or, in the case of Patents, Marks and Copyrights licensed to an Borrower, such smaller geographic location if any is specified for Borrower's use in the applicable License) and without any liability of Agent to Borrower for royalties or other related charges. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Credit Agreement.

7. **Inspection.** Agent shall have the right, at any reasonable time and from time to time, in accordance with the terms of the Credit Agreement, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. From and after the occurrence and during the continuance of an Event of Default and notice by Agent to Borrower of Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Marks consistent with the quality of products now manufactured by Borrower.

8. **Termination of Borrower's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Loan Documents, the security interest granted hereunder shall automatically be extinguished. Agent shall, at the request of Borrower and at Borrower's reasonable expense, execute and deliver to Borrower, all termination statements and other instruments as may be necessary or proper to evidence the termination of the security interest granted to Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Agent.

9. **Duties of the Borrower.** Except to the extent the same is no longer material to Borrower's business, Borrower shall have the duty (i) to prosecute diligently any patent application included in the Patents, any application respecting the Marks, and any copyright application respecting the Copyrights, in each case pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and

enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Borrower. Except to the extent the same is no longer material to Borrower's business, Borrower shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Agent and the Required Lenders.

10. **Agent's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Borrower shall execute and deliver to Agent, at any time or times hereafter at the request of Agent, all papers (including, without limitation, any as may be deemed desirable by Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Agent), as Agent may reasonably request, to evidence Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Agent's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other

agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby constitutes and appoints Agent as Borrower's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments determined by Agent as necessary or desirable for Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Agent deems in good faith to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Borrower hereby releases Agent from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Agent under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its respective successors and assigns and shall inure to the benefit of Agent and its respective successors, assigns and nominees.

17. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Wheaton, Illinois, and shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

***(Signature Page to Patent, Copyright, License and Trademark Security Agreement)***

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the date first above written.

**BORROWER:**

**THE JEL SERT CO.**, an Illinois  
corporation

By: 

Tony D'Anna  
Chief Financial Officer

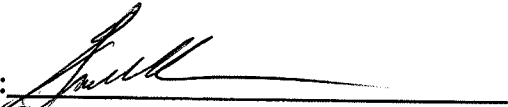
***(Signature Page to Patent, Copyright, License and Trademark Security Agreement)***

Received in Wheaton, Illinois, as of the date  
first written above.

**AGENT:**

**WHEATON BANK & TRUST  
COMPANY, an Illinois state bank**

By: \_\_\_\_\_

  
Gregory A. Kunkel  
Senior Vice President

(Notary Page to Patent, Copyright, License and Trademark Security Agreement)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Tony D'Anna, personally known to me to be the Chief Financial Officer of The J&L Sert Co., an Illinois corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he signed and delivered said assignment as an officer of the Company pursuant to authority given by the board of directors of the Company, as his free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 23 day of JULY, 2013.



(NOTARIAL SEAL)

Lori J. Majer  
Notary Public

My Commission Expires: 11-4-15

**SPECIAL POWER OF ATTORNEY  
(Patent, Trademark, Copyright and License)**

STATE OF ILLINOIS    )  
                                  )    SS.  
COUNTY OF COOK     )

**KNOW ALL MEN BY THESE PRESENTS**, that The Jel Sert Co., an Illinois corporation ("Borrower"), hereby appoints and constitutes Wheaton Bank & Trust Company, an Illinois state bank ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at and during the time periods specified in the foregoing Patent, Copyright, License and Trademark Security Agreement (the "Collateral Agreement"):

1.    Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
  
2.    To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Agent may in its sole discretion determine.



*(Signature Page to Special Power of Attorney)*

This power of attorney is made pursuant to that certain Credit Agreement dated as of \_\_\_\_\_, 2013 among Borrower, the financial institutions listed on the Commitment Schedule thereto and Agent and may not be revoked until the payment in full of all liabilities and obligations of the Borrower under such Credit Agreement.

**BORROWER:**

**THE JEL SERT CO.**, an Illinois  
corporation

By: \_\_\_\_\_  
Tony D'Anna  
Chief Financial Officer

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

**See Attached**

**THE JEL SERT COMPANY**

**U.S. PATENT ESTATE**

<u>Case No.</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filed</u>	<u>Patent No.</u>	<u>Granted</u>	<u>Inventor(s)</u>	<u>Title</u>	<u>Status</u>
	U.S.	688,349	04/22/91	D-331,880	12/22/92	Wegner, IV Anderson	Bottle <i>(filed by Baker &amp; McKenzie)</i>	Expired
	U.S.	896,751	06/10/92	D-347,793	06/14/94	Wegner, IV Anderson	Bottle (C-I-P of 688,349, filed 04/22/91) <i>(filed by Baker &amp; McKenzie)</i>	Expired
JLS-100	U.S.						Packaged Confection Product and Method and Apparatus for Forming, Filling and Sealing Articulated Arrays of Such Products	Not Filed
JLS-101	U.S.	08/912,766	08/18/97			Reda	Freezable Fruit Juice Confection	Abandoned
JLS-102	U.S.	09/713,608	11/15/00	6,564,992	05/20/03	Wegner	Combination Product Package and Disposable Cooler	Granted
JLS-103	U.S.	10/119,168	04/09/02			Reda	Flavored Freezable Confection	Abandoned
JLS-104	U.S.	10/118,817	04/09/02			Reda	Chocolate Flavored Freezable Confection	Abandoned
JLS-105	U.S.						Freezable Pudding Confection	Not Filed
JLS-106	U.S.						Pudding Freezer Pop Confection	Not Filed
JLS-107	U.S.						Apparatus for Freezable Medicinal Dosage Forms	Not Filed
JLS-108	U.S.						Teething Device	Not Filed
JLS-109	U.S.						Flavored Freezable Confection (C-I-P of 10/119,168, filed 04/09/02)	Not Filed
JLS-110	U.S.	13/065,227	03/17/11			Wegner Richards Rush	Flexible Tubular Package for Edible Product	Pending

**THE JEL SERT COMPANY**

**FOREIGN PATENT ESTATE**

Case No. / Title / Inventor(s)	Country	Serial No.	Filed	Patent No.	Granted	Status
JLS-102 "Combination Product Package and Disposable Cooler" (Wegner)	Canada	2,361,888	11/13/01	2,361,888	06/15/10	Granted
	Mexico	1011654	11/14/01	240061	09/06/06	Granted
JLS-103 "Flavored Freezable Confection" (Reda)	Canada					Not Filed
	Mexico					Not Filed
JLS-104 "Chocolate Flavored Freezable Confection" (Reda)	Canada					Not Filed
	Mexico					Not Filed
JLS-110 "Flexible Tubular Package for Edible Product" (Wegner et al.)	Canada	2,740,265	05/13/11			Pending
	Mexico	MX/a/2011/007815	07/22/11			Pending

**SCHEDULE B**  
**COPYRIGHTS**

**None.**

**SCHEDULE C**

**PATENT AND COPYRIGHT LICENSES**

**[Intentionally Omitted]**

**SCHEDULE D**

**TRADEMARKS, SERVICE MARKS**

**See attached**

Country	Trademark	App Date	App No	Reg Date	Reg No	Classes	Status
Argentina	FLA-VOR-AID LABEL (a)	9/29/1982	1347414	1/16/2004	1967319	32	Registered/Granted
Aruba	FLA-VOR-AID LABEL (a)	2/9/1993	IM-930209.11	2/9/1993	16054	32	Registered/Granted
Australia	FLAVOR AID ; FLAVOUR AID	2/13/2007	1160831	9/17/2007	1160831	32	Registered/Granted
	FLA-VOR-ICE LABEL (d)	7/21/1969	230724	7/21/1969	230724	30	Registered/Granted
	FLA-VOR-ICE LABEL (d)	2/17/1971	246269	2/17/1971	246269	32	Registered/Granted
	WYLER'S	2/9/2007	1160291	9/17/2007	1160291	32	Registered/Granted
Barbados	FLA-VOR-AID LABEL (a)	3/25/1976		3/25/1976	815872	32	Registered/Granted
Bermuda	FLA-VOR-AID LABEL (a)	11/8/1997		11/8/1997	8144	32	Registered/Granted
Brazil	FLA-VOR-AID LABEL (a)	8/17/1990	815690290	9/28/1993	815690290	35	Registered/Granted
Canada	ALEXANDER THE GRAPE	2/6/1997	835726	11/14/2000	TMA537073	00	Registered/Granted
	ALEXANDER THE GRAPE DESIGN (a)	2/7/1997	835857	9/28/2000	TMA533797	00	Registered/Granted
	BOLIS	3/10/2011	1518744			00	Pending
	FLA-VOR-AID LABEL (a)	1/21/1967	302174	1/31/1969	TMA160920	00	Registered/Granted
	FLA-VOR-ICE FUSIONS	10/24/2012	1599599			00	Pending
	FLA-VOR-ICE LABEL (b)	8/18/2004	1228062	5/20/2005	TMA640220	00	Registered/Granted
	FRUIT SQUEEZERS	2/12/1991	675475	7/3/1992	TMA399910	00	Registered/Granted
	GO-GELS	11/27/2001	1123311	6/29/2005	TMA643305	00	Registered/Granted
	JEL SERT & DEVICE	1/21/1967	302175	7/11/1969	TMA163863	00	Registered/Granted
	JEL SERT FLA-VOR-AID	2/12/1965	287440	1/20/1967	TMA148985	00	Registered/Granted
	LITTLE ORPHAN ORANGE	2/6/1997	835725	9/29/2000	TMA533904	00	Registered/Granted
	LITTLE ORPHAN ORANGE & DESIGN (b)	2/7/1997	835856	9/29/2000	TMA533928	00	Registered/Granted
	LOUIE-BLOO RASPBERRY	2/6/1997	835731	2/29/2000	TMA533923	00	Registered/Granted
	LOUIS-BLOO RASPBERRY & DESIGN (b)	2/7/1997	835860	10/4/2000	TMA534043	00	Registered/Granted
	MY-T-FINE	7/7/2009	1444024	12/12/2012	TMA838362	00	Registered/Granted
	OTTER POPS	11/12/1992	716778	12/17/1993	TMA421245	00	Registered/Granted
	PONCHO PUNCH	2/6/1997	835724	9/29/2000	TMA533903	00	Registered/Granted
	PONCHO PUNCH & DESIGN (c)	2/7/1997	835855	9/29/2000	TMA533926	00	Registered/Granted
	POOCHPOPS	8/15/2001	1112803	1/26/2004	TMA600483	00	Registered/Granted
	POP-ICE	2/6/1997	835730	4/7/1999	TMA510490	00	Registered/Granted
	PURE KICK	7/27/2012	1587838			00	Pending
	SIR ISAAC LIME	2/6/1997	835728	9/29/2000	TMA533924	00	Registered/Granted
	SIR ISAAC LIME DESIGN	2/7/1997	835859	2/29/2000	TMA534042	00	Registered/Granted
	STRAWBERRY SHORT KOOK	2/6/1997	835727	2/29/2000	TMA533925	00	Registered/Granted
	STRAWBERRY SHORT KOOK & DESIGN (b)	2/7/1997	835858	9/29/2000	TMA533927	00	Registered/Granted
	ZOIC	7/27/2012	1587837			00	Pending



Country	Trademark	App Date	App No	Reg Date	Reg No	Classes	Status
Caribbean Netherlands	FLA-VOR-AID LABEL (a)	9/7/2011	2290	10/7/2011	2290	32	Registered/Granted
Chile	FLAVOR-AID	11/22/1999	467883	12/20/2000	911107	32	Registered/Granted
	FLA-VOR-AID	12/5/1979	65180	5/8/1981	931002	30	Registered/Granted
	FLA-VOR-AID	7/19/2011	961812	11/15/1982	933523	30	Registered/Granted
	FLA-VOR-AID LABEL (a)	8/16/2007	784851	11/5/2007	810087	32	Registered/Granted
China	JEL SERT FLA-VOR-AID	5/8/1981	65179	11/15/1982	931003	30	Registered/Granted
	FLA-VOR-AID	1/30/1996	960027249	6/7/1997	1022779	32	Registered/Granted
	FLA-VOR-ICE	5/6/1996	960066706	9/21/1997	1108868	30	Registered/Granted
	MONDO	3/21/2005	4551478	8/28/2008	4551478	32	Registered/Granted
	OTTER POPS	3/21/2005	4551476	11/14/2007	4551476	30	Registered/Granted
	POP-ICE	3/21/2005	4551475	11/14/2007	4551475	30	Registered/Granted
	WYLER'S LIGHT	12/29/2011	10368287	3/7/2013	10368287	32	Registered/Granted
Costa Rica	FLA-VOR-AID LABEL (a)	11/17/1966	1900-3516332	4/24/1967	35163	32	Registered/Granted
	WYLER'S	2/27/2012	2012-1916	8/24/2012	220796	32	Registered/Granted
Cuba	BOLIS	9/1/2003	589/2003	9/5/2005	589/2003	30	Registered/Granted
	FLA-VOR-AID	4/30/2003	280/2003	2/14/2005	280/2003	32	Registered/Granted
	FRESQUI BON	8/8/2003	553/2003	3/16/2005	553	32	Registered/Granted
	MONDO	4/30/2003	281/2003	2/14/2005	281/2003	32	Registered/Granted
	MY-T-FINE	10/1/2003	667/2003	4/25/2005	667	30	Registered/Granted
	POP-ICE	4/30/2003	282/2003	6/8/2005	282/2003	30	Registered/Granted
	SUNSLASHERS	4/30/2003	283/2003	2/14/2005	2003-0283	32	Registered/Granted
	WYLER'S	7/17/2003	515/2003	4/19/2005	515/2003	30, 32	Registered/Granted
Curaçao	FLA-VOR-AID LABEL (a)	10/4/1966		12/31/2001	07643	32	Registered/Granted
Dominican Republic	FLA-VOR-AID LABEL (a)			12/27/1966	15340	32	Registered/Granted
	FLA-VOR-ICE LABEL (d)			3/31/1976	25079	01	Registered/Granted
Ecuador	FLA-VOR-AID LABEL (a)	9/20/1991	27750	3/16/1993	152-93	32	Registered/Granted
Ghana	BOBO	10/2/1978	21826	10/2/1978	21826	32	Registered/Granted
Guatemala	FLA-VOR-AID			3/11/2006	16737	45	Registered/Granted
	FLA-VOR-AID LABEL (a)	2/19/1968		7/31/1968	19832	32	Registered/Granted
	FLA-VOR-AID LABEL (a)	9/24/1976		4/21/1978	34438	32	Registered/Granted
Haiti	FLA-VOR-AID LABEL (a)	8/10/1992		8/10/1992	17395	32	Registered/Granted
Honduras	OTTER POPS	7/15/2002	9165-2002	3/24/2003	87202	32	Registered/Granted
Hong Kong	FLA-VOR-AID LABEL (a)	1/31/1967		8/15/1968	19680936	32	Registered/Granted
	OTTER POPS	3/22/2005	300390500	9/27/2005	300390500	30	Registered/Granted
	POP ICE	3/22/2005	300390492	9/27/2005	300390492	30	Registered/Granted

Country	Trademark	App Date	App No	Reg Date	Reg No	Classes	Status
Jamaica	FLA-VOR-AID LABEL (a)	10/6/1966	11734	10/6/1966	11734	32	Registered/Granted
	FLA-VOR-AID LABEL (g)	10/1/1981	30/842	10/1/1981	21122	30	Registered/Granted
	FLA-VOR-ICE LABEL (d)	11/7/1969	14899	9/10/1973	14899	30	Registered/Granted
	WYLER'S	3/22/1995	32/1058	3/22/1995	27407	32	Registered/Granted
	WYLER'S	6/24/1996	32/1166	6/24/1996	31464	32	Registered/Granted
Japan	ENERGICE	8/29/2003	2003-074408	7/16/2004	4787283	30, 32	Registered/Granted
	MONDO	9/28/1992	H04-241175	10/31/1995	3091484	30	Registered/Granted
Liberia	FLA-VOR-AID LABEL (a)	6/4/1969		5/7/1984	4669-560	01	Registered/Granted
Mexico	ALEXANDER THE GRAPE DESIGN (a)	2/21/1997	287729	3/24/1997	544509	32	Registered/Granted
	BOLIS EL CHARRITO	5/7/2004	655234	6/25/2004	840257	30	Registered/Granted
	EL CHARRITO & DESIGN	12/19/2002	582092	3/11/2003	782530	30	Registered/Granted
	FLAVOR AID	2/4/2010	1064654	2/22/2010	1144708	29	Registered/Granted
	FLAVOR AID	2/4/2010	1064655	5/31/2010	1161557	30	Registered/Granted
	FLA-VOR-AID	8/21/1992	148079	11/13/1997	566242	32	Registered/Granted
	FLAVOR-AID	4/10/1987	23823	10/6/1987	333508	02, 05, 29, 30, 31, 32	Registered/Granted
	FLAVOR-AID	7/25/1990	92274	2/17/1993	431145	30	Registered/Granted
	FLAVOR-AID	4/10/1987	23825	4/24/1987	327465	30, 32	Registered/Granted
	FLAVOR-AID & DESIGN	7/25/1990	92273	2/17/1993	431144	29, 30	Registered/Granted
	LITTLE ORPHAN ORANGE & DESIGN (a)	2/21/1997	287727	3/24/1997	544507	32	Registered/Granted
	LOUIE-BLOO RASPBERRY & DESIGN (a)	2/21/1997	287728	3/24/1997	544508	32	Registered/Granted
	MONDO	3/3/1992	134137	5/16/1994	460363	30	Registered/Granted
	MONDO	3/3/1992	134138	5/16/1994	460364	32	Registered/Granted
	MONDO FRUIT SQUEEZERS & Design	8/9/1991	119921	7/24/1992	418657	32	Registered/Granted
	OTTER POPS	7/24/1996	269239	3/29/1999	604010	30	Registered/Granted
	PONCHO PUNCH & DESIGN (a)	2/21/1997	287726	3/24/1997	544506	32	Registered/Granted
	POP-ICE	2/21/1991	107082	2/21/2001	702171	30	Registered/Granted
	PURE KICK	8/2/2012	1296929	11/29/2012	1333794	05	Registered/Granted
	SABOR-AID	3/24/1995	227949	8/31/1999	620506	32	Registered/Granted
	SIR ISAAC LIME DESIGN	2/21/1997	287731	3/24/1997	544511	32	Registered/Granted
	STRAW MAN LOGO	2/21/1997	287725	3/24/1997	544505	32	Registered/Granted
	STRAWBERRY SHORT KOOK & DESIGN (a)	2/21/1997	287730	3/24/1997	544510	32	Registered/Granted
	SUPER C Vitamin & Mineral Drink Mix & Design (in color)	4/2/2009	1122129	9/23/2009	1122129	32	Registered/Granted
	SUPER C Vitamin & Mineral Drink Mix & Design (in color)	4/2/2009	1142113	2/10/2010	1142113	05	Registered/Granted
	WYLER'S	7/8/2009	1018561	8/5/2009	1113717	30	Registered/Granted

Country	Trademark	App Date	App No	Reg Date	Reg No	Classes	Status
Mexico	WYLER'S	2/24/1995	225547	4/14/1997	545889	30	Registered/Granted
	WYLER'S	2/24/1995	225548	8/30/1996	530066	32	Registered/Granted
	WYLER'S	6/8/1999	378210	10/27/1999	630345	32	Registered/Granted
	ZOIC	8/2/2012	1296925			05	Pending
New Zealand	FLA-VOR-ICE LABEL (e)	7/18/1989	194785	11/26/1996	194785	30	Registered/Granted
	FLA-VOR-ICE LABEL (f)	11/4/1989	91916	1/22/1974	91916	30	Registered/Granted
	POP-ICE LABEL	2/7/1980	131257	5/27/1983	131257	30	Registered/Granted
Panama	FLA-VOR-AID LABEL (h)	9/20/1988	47803	2/17/1989	47803	30	Registered/Granted
	FLA-VOR-ICE	11/1/1991	058840	4/7/1993	058840	30	Registered/Granted
	FLA-VOR-ICE LABEL (d)	11/1/1991	058839	4/7/1993	058839	30	Registered/Granted
Paraguay	FLA-VOR-AID LABEL (a)	8/6/1991	10368	7/8/1997	194519	32	Registered/Granted
Puerto Rico	FLA-VOR-AID LABEL (a)	6/20/1967	6646	6/20/1967	6646	01	Registered/Granted
Russia	OTTER POPS	7/24/1996	96709599	8/18/1997	155632	30	Registered/Granted
Saint Lucia	FLA-VOR-AID LABEL (a)	1/20/1976	25/1976	5/18/1976	??	44	Registered/Granted
St. Maarten	FLA-VOR-AID LABEL (a)	10/4/1966		12/31/2001	07643	32	Registered/Granted
Trinidad and Tobago	FLA-VOR-AID LABEL (a)	10/25/1966		4/28/1970	B3896	42	Registered/Granted
	FLA-VOR-AID LABEL (b)	10/31/1977	10301	4/11/1985	10301	01	Registered/Granted
United States	A FUN WAY TO DRINK MILK	3/28/2007	77142229	5/13/2008	3427815	30	Registered/Granted
	ARCTIC SQUEEZERS	3/5/1996	75/068072	11/23/1999	2294583	30	Registered/Granted
	AUNT WICK'S	12/18/1989	74/012198	6/9/1992	1693433	32	Registered/Granted
	BE GOOD TO YOUR BODY!	7/1/2009	771772472	8/17/2010	3833651	05, 32	Registered/Granted
	BERRY JAMMER	2/17/1995	74/636016	5/28/1996	1976156	32	Registered/Granted
	BOLIS	3/3/2011	85/257248			30	Pending
	BOLIS	3/3/2011	85/257233	12/4/2012	4254552	32	Registered/Granted
	BOLIS	7/14/2011	85/371701			30	Pending
	BOLIS	7/14/2011	85/371675			30	Pending
	BOLIS (stylized)	12/10/1993	74/468482	1/24/1995	1875439	30	Registered/Granted
	BOLIS RASPADOS	12/2/2010	85/189078			30	Pending
	BOOST YOUR IMMUNE SYSTEM!	7/1/2009	771772358	11/23/2010	3878543	05, 32	Registered/Granted
	BOTTLE DESIGN WITH MONDO	4/8/1992	74/263714	7/5/1994	1843835	32	Registered/Granted
	CHERRY CHARGER	2/17/1995	74/636020	6/16/1998	2164933	32	Registered/Granted
	CHILLIN' CHERRY	7/19/1991	74/186732	2/23/1993	1754594	32	Registered/Granted
	EL CHARRITO	1/12/2011	85/215986	8/16/2011	4011761	30	Registered/Granted
	EL CHARRITO & DESIGN	2/20/1996	75/059826	1/31/2006	3051909	30	Registered/Granted
	ELECTRIC GRAPE	2/17/1995	74/636013	5/28/1996	1976154	32	Registered/Granted

Country	Trademark	App Date	App No	Reg Date	Reg No	Classes	Status
United States	ENERGICE	3/7/2013	85/869835			30	Pending
	ENERGIZE YOUR BODY & MIND!	7/1/2009	77/772380	8/17/2010	3833647	05, 32	Registered/Granted
	FLAVOR AID LOGO	10/22/1996	75/185465	6/23/1998	2168429	32	Registered/Granted
	FLA-VOR-AID LABEL (c)	9/14/1966	72/254424	6/20/1967	0830709	30	Registered/Granted
	FLAVORICE	6/14/2004	76/596958	1/24/2006	3047723	30	Registered/Granted
	FLA-VOR-ICE (stylized)	9/18/1968	72/307660	9/23/1969	0877488	30	Registered/Granted
	FLA-VOR-ICE FUSION	5/4/2010	85/029389	4/16/2013	4321356	30	Registered/Granted
	FROOTEE ICE	12/18/2008	77/635930	8/31/2010	3839763	30	Registered/Granted
	FRUIT SQUEEZERS	4/18/2012	85/601713			30	Pending
	FRUIT SQUEEZERS	11/15/1990	74/115695	7/7/1992	1699921	32	Registered/Granted
	GEL SQUEEZERS	7/13/2006	78/928720	2/26/2008	3390170	30	Registered/Granted
	GLOBAL GRAPE	7/19/1991	74/186734	9/28/1993	1795189	32	Registered/Granted
	ICE POPS (stylized)	2/18/2003	78/216179	8/10/2004	2872986	30	Registered/Granted
	IT'S YOUR WORLD	7/22/1994	74/553609	1/30/1996	1952500	32	Registered/Granted
	JEL SERT (script)	3/12/1987	73/649053	10/20/1987	1462137	30, 32	Registered/Granted
	KIWI STRAWBERRY SPLASH	2/16/1999	75/643514	6/27/2000	2363314	32	Registered/Granted
	LEGENDARY BERRY	7/19/1991	74/186478	4/6/1993	1763789	32	Registered/Granted
	LEGENDARY BERRY	12/1/2009	77/883275	2/22/2011	3924038	32	Registered/Granted
	LITTLE ORPHAN ORANGE	7/29/1996	75/151136	10/7/1997	2103094	30	Registered/Granted
	LITTLE ORPHAN ORANGE & DESIGN (a)	2/12/1982	73/349933	8/7/1984	1289242	30	Registered/Granted
	LOUIE-BLOO RASPBERRY	7/29/1996	75/151137	10/14/1997	2105076	30	Registered/Granted
	LOUIE-BLOO RASPBERRY & DESIGN (a)	12/11/2003	76/564652	12/14/2004	2910145	30	Registered/Granted
	MAKES MILK FUN	3/28/2007	77/142224	5/13/2008	3427814	30	Registered/Granted
	MEGABERRY	2/17/1995	74/636019	9/10/1996	1999229	32	Registered/Granted
	MELON COLLIE	5/25/2011	85/330175			30	Pending
	MONDO	11/25/2009	77/880591	2/22/2011	3924029	32	Registered/Granted
	MONDO	3/5/2010	77/951779	8/16/2011	4013257	30	Registered/Granted
	MONDO	9/10/2012	85/724489			29, 30	Pending
	MONDO	3/30/1992	74/260540	11/24/1992	1736193	32	Registered/Granted
	MONDO FRUIT SQUEEZERS	5/28/1991	74/170029	2/16/1993	1753372	32	Registered/Granted
	MONDO FRUIT SQUEEZERS & DESIGN	8/5/1991	74/191477	1/19/1993	1747333	32	Registered/Granted
	MR. FREEZE	8/10/2005	78/689959	1/8/2008	3366752	30	Registered/Granted
	MR. FREEZE	3/1/2007	77/119835	4/22/2008	3415311	30	Registered/Granted
	MY-T-FINE	3/20/2007	77/135043	10/14/2008	3517235	30	Registered/Granted
	MY-T-FINE	10/31/2012	85/768054			30	Pending

Country	Trademark	App Date	App No	Reg Date	Reg No	Classes	Status
United States	MY-T-FINE COOKIE BEANS	2/5/2013	85/841254			30	Pending
	MY-T-FINE COOKIE BITES	2/5/2013	85/841264			30	Pending
	NUTRI-ICE	6/2/2010	85/053113			30	Pending
	NUTRITION...AT YOUR SPEED OF LIFE	6/7/2002	78/134132	2/10/2004	2814145	05	Registered/Granted
	OTTER POPS	4/25/2011	85/303394			30	Pending
	OTTER POPS	7/29/1996	75/171309	6/24/1997	2074056	30	Registered/Granted
	OTTER POPS	11/5/2002	78/182050	5/17/2005	2953132	25	Registered/Granted
	OTTER POPS & DESIGN	2/12/1982	73/349929	11/29/1983	1259568	30	Registered/Granted
	OTTER*POPS	4/9/2009	77/710736	12/7/2010	3887177	32	Registered/Granted
	OTTER*POPS FUSIONS	5/4/2010	85/029400			30	Pending
	OUTSTANDING ORANGE	7/19/1991	74/186479	4/20/1993	1766886	32	Registered/Granted
	PONCHO PUNCH	7/29/1996	75/151138	7/20/1999	2261806	30	Registered/Granted
	PONCHO PUNCH & DESIGN (a)	5/12/1988	73/727827	12/12/1989	1571214	32	Registered/Granted
	PONCHO PUNCH & DESIGN (b)	12/11/2003	76/564665	8/2/2005	2980519	30	Registered/Granted
	POP-ICE	10/12/2004	76/615457	12/13/2005	3025954	30	Registered/Granted
	POP-ICE & DESIGN	4/2/2010	85/005072	11/1/2011	4050111	30	Registered/Granted
	POP-ICE (STYLIZED)	12/6/1982	73/404937	6/11/1985	1341187	30	Registered/Granted
	POP-ICE DESIGN	4/2/2010	85/005063	5/1/2012	4136018	30	Registered/Granted
	PRIMO PUNCH	12/1/2009	77/883285	2/22/2011	3924039	32	Registered/Granted
	PRIMO PUNCH	7/19/1991	74/186735	10/26/1999	2288323	32	Registered/Granted
	PURE KICK	2/3/2010	77/927146	11/1/2011	4049924	05, 32	Registered/Granted
	PURE KICK	7/31/2012	85/691148			32	Pending
	PURE KICK	7/31/2012	85/691160			30	Pending
	PURE KICK	7/31/2012	85/691176			30	Pending
	REST YOUR BODY & MIND...ZZZZZ	7/1/2009	77/772403	8/17/2010	3833648	05, 32	Registered/Granted
	RESTORE YOUR BODY & MIND!	2/8/2010	77/930488	5/8/2012	4139522	05, 32	Registered/Granted
	ROYAL	9/29/2011	85/435091			30	Pending
	ROYAL	12/16/2010	85/199718			30	Pending
	ROYAL	8/24/2010	85/114653			29	Pending
	ROYAL	1/8/2010	77/908010			30	Pending
	ROYAL	8/22/2012	85/710109			30	Pending
	ROYAL	9/10/2012	85/724533			32	Pending
	ROYAL	3/26/1920	71/130252	8/2/1921	0145488	30	Registered/Granted
	ROYAL	9/15/1937	71/397460	2/1/1938	0354130	30	Registered/Granted
	ROYAL	10/31/1957	72/039909	10/7/1958	0668120	30	Registered/Granted

Country	Trademark	App Date	App No	Reg Date	Reg No	Classes	Status
United States	ROYAL	10/31/1957	72039911	11/11/1958	0669690	30	Registered/Granted
	ROYAL	2/10/1977	73115326	10/25/1977	1076088	30	Registered/Granted
	ROYAL	2/4/1998	75428693	7/27/2004	2866957	30	Registered/Granted
	SIR ISAAC LIME	7/29/1996	75146264	10/7/1997	2103065	30	Registered/Granted
	SIR ISAAC LIME DESIGN	1/19/2005	76628373	1/3/2006	3037446	30	Registered/Granted
	SLIM & TRIM YOUR BODY!	7/1/2009	77772455	8/17/2010	3833650	32	Registered/Granted
	SODA POPS	10/22/2006	77011635	6/17/2008	3450052	30	Registered/Granted
	SODA SQUEEZERS	2/13/2013	85/848794			32	Pending
	SPORT SQUEEZERS	2/25/2002	76374864	5/29/2007	3247881	32	Registered/Granted
	SQUEEZERS	7/31/2012	85/691106			32	Pending
	SQUEEZIT	7/31/2012	85/691099			32	Pending
	SQUEEZIT	1/13/2011	85/217146			30	Pending
	SQUEEZIT	11/1/2010	85/166449			32	Pending
	STRAW MAN LOGO	10/22/1996	75/185864	3/21/2000	2333484	32	Registered/Granted
	STRAWBERRY SHORT KOOK	7/29/1996	75/151139	10/14/1997	2105077	30	Registered/Granted
	STRAWBERRY SHORT KOOK & DESIGN,(a)	12/11/2003	76564650	5/17/2005	2951082	30	Registered/Granted
	SUNSPASH ORANGE	10/20/2005	78736963	7/10/2007	3262917	32	Registered/Granted
	SUNSPASHERS	10/31/2002	78180647	7/13/2004	2863678	32	Registered/Granted
	SUNSPASHERS	6/6/2013	85/952483			32	Pending
	SUPER B & DESIGN (in color)	2/6/2013	85/841943			30	Pending
	SUPER B & DESIGN (in color)	2/6/2013	85/841932			30	Pending
	SUPER C & DESIGN (in color)	8/8/2012	85/698596			30	Pending
	SUPER C & DESIGN (in color)	8/8/2012	85/698557			32	Pending
	SUPER C & DESIGN (in color)	8/8/2012	85/698577			32	Pending
	SUPER C & DESIGN (in color)	10/11/2008	77583175	6/22/2010	3807812	05, 32	Registered/Granted
	SUPER C Vitamin & Mineral Drink Mix & Design (in color)	10/2/2008	77584341	5/12/2009	3619105	32	Registered/Granted
	SUPER C Vitamin & Mineral Drink Mix & Design (in color)	10/3/2008	77584847	5/12/2009	3619129	05	Registered/Granted
	SUPER D & DESIGN (in color)	2/6/2013	85/841971			30	Pending
	SUPER D & DESIGN (in color)	2/6/2013	85/841955			32	Pending
	SUPER E & DESIGN (in color)	2/6/2013	85/841993			30	Pending
	SUPER E & DESIGN (in color)	2/6/2013	85/841984			32	Pending
	SUPPORT YOUR ACTIVE BODY!	7/1/2009	77772426	8/17/2010	3833649	05, 32	Registered/Granted
	TOTALLY TROPICAL	2/17/1995	74/636012	5/21/1996	1974798	32	Registered/Granted
	TROPICAL FLAVORS DESIGN	11/15/1991	74/222854	11/9/1993	1803863	30	Registered/Granted

Active Trademarks for The Jel Sert Company

6/11/2013

Page 8 of 8

Country	Trademark	App Date	App No	Reg Date	Reg No	Classes	Status
United States	TWIN TUBES	5/2/2013	85/921961			30	Pending
	WATERMELON WIPEOUT	2/5/2013	85/841273			32	Pending
	WATERMELON WIPEOUT	2/17/1995	74/636015	5/21/1996	1974799	32	Registered/Granted
	WYLER'S	8/14/1956	72/013948	3/19/1957	0643011	32	Registered/Granted
	WYLER'S	1/15/1982	73/345762	6/28/1983	1243815	32	Registered/Granted
	WYLER'S	11/14/1994	74/598167	7/6/1999	2259686	30	Registered/Granted
	ZOIC	10/30/2001	78/090790	7/8/2003	2735659	05	Registered/Granted
	ZOIC	7/31/2012	85/691170			32	Pending
	FLA-VOR-AID LABEL (a)	9/2/1966	5508	7/15/1970	F-058846	32	Registered/Granted
	FLA-VOR-AID LABEL (d)	3/11/1994	1994-003202	6/18/1999	P212020	32	Registered/Granted
Venezuela	JEL SERT	5/11/2000	7650			32	Pending
	JEL SERT & DEVICE	1/16/1967	1967-000239	4/14/1970	F057594	01	Registered/Granted

**SCHEDULE E**  
**TRADEMARK LICENSES**

**[Intentionally Omitted]**