

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North American Beverages, LLC		09/23/2014	LIMITED LIABILITY COMPANY: TEXAS
Thomas Kemper Acquisition Co., Inc.		09/23/2014	CORPORATION: TEXAS
All Sport, Inc.		09/23/2014	CORPORATION: DELAWARE
BR Hydrive, LLC		09/23/2014	LIMITED LIABILITY COMPANY: TEXAS
Xyience Beverage Company, LLC		09/23/2014	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association, as Administrative Agent
Street Address:	2000 McKinney Avenue
Internal Address:	Suite 700
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	85678965	XYIENCE
Serial Number:	85678946	XYIENCE
Serial Number:	86126035	FRUITALITY
Registration Number:	3131820	NESBITT'S
Registration Number:	2842988	NESBITT'S
Registration Number:	3680330	BIG RED JAK
Registration Number:	3588614	BIG BLUE
Registration Number:	3782082	BIG ORANGE
Registration Number:	3877714	BIG PINEAPPLE
Registration Number:	3935910	SANS
Registration Number:	4180276	SO SWEET. SO SMOOTH.
Registration Number:	4180275	DELICIOUSLY DIFFERENT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4498786	BIG MANZANA
Registration Number:	2352076	NUGRAPE
Registration Number:	1694726	BIG PEACH
Registration Number:	1611421	BIG RED
Registration Number:	1628540	BIG RED
Registration Number:	1628539	BIG RED
Registration Number:	691351	BIG RED
Registration Number:	2081378	ALL SPORT
Registration Number:	1747887	ALL SPORT
Registration Number:	3655676	HYDRATION NATION
Registration Number:	2978019	ALL SPORT PLUS
Registration Number:	1729709	THOMAS KEMPER
Registration Number:	4256516	THOMAS KEMPER
Registration Number:	3353993	BETTER ENERGY
Registration Number:	3331925	HYDRIVE
Registration Number:	4215318	HYDRIVE
Registration Number:	4149424	THE CAFFEINE MADE ME DO IT
Registration Number:	3278061	XENERGY
Registration Number:	3720188	XENERGY
Registration Number:	4361658	XENERGY
Registration Number:	4522127	XENERGY
Registration Number:	3701582	XYIENCE
Registration Number:	3159492	XYIENCE
Registration Number:	4019539	XYIENCE
Registration Number:	4034309	XYIENCE
Registration Number:	3703171	XYIENCE XSHOT
Registration Number:	3703170	XYIENCE XSHOT

CORRESPONDENCE DATA

Fax Number: 2147455390

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-745-5226

Email: awalker@winstead.com

Correspondent Name: Andrea Walker, Winstead PC

Address Line 1: P. O. Box 131851

Address Line 4: DALLAS, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER: 13278-370 TMSATCB-BIGRED

NAME OF SUBMITTER: Andrea Walker

SIGNATURE: /Andrea Walker/

TRADEMARK

REEL: 005370 FRAME: 0242

DATE SIGNED:	09/29/2014
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of September 23, 2014, is made by each of the signatories hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor"), and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as Administrative Agent (together with any successors thereto in such capacity, "Administrative Agent") for each of the Secured Parties.

BACKGROUND.

Pursuant to the Credit Agreement dated as of September 23, 2014 (such agreement, together with all amendments and restatements thereto, the "Credit Agreement"), among the Administrative Agent, Big Red Group Holdings, LLC, a Delaware limited liability company, and Big Red Holding Corp., a Delaware corporation (Big Red Group Holdings, LLC and Big Red Holding Corp., collectively, the "Borrowers") and the Lenders party thereto, the Lenders have extended commitments to make Credit Extensions to and for the benefit of the Borrowers.

In connection with the Credit Agreement, the Grantors, Administrative Agent and the other signatories parties thereto have executed and delivered the Security Agreement dated as of September 23, 2014 (such agreement, together with all amendments and restatements thereto, the "Security Agreement").

Pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations.

The Grantors have duly authorized the execution, delivery and performance of this Agreement.

It is in the best interests of the Grantors to execute this Agreement inasmuch as the Grantors will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to or for the benefit of the Borrowers by Lenders pursuant to the Credit Agreement and from the other credit extensions made by other Secured Parties to or for the benefit of the Borrowers and Guarantors.

AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrowers pursuant to the Credit Agreement, and the other Secured Parties to extend credit to or for the benefit of the Borrowers or any other Obligated Party, the Grantors agree, for the benefit of Administrative Agent and each other Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantors do hereby mortgage, pledge and hypothecate to Administrative Agent, and grant to Administrative Agent a security interest in, for its benefit and the benefit of each other Secured Party, all right, title, and interest of each such Grantor in and to all of the following property (the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature set forth in the registrations (and applications therefor) listed in Item A of Schedule 1 attached hereto (each a "Trademark"), and all extensions or renewals thereof; and

(b) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark identified in Item B of Schedule 1 attached hereto (all of the foregoing items in this clause (b) being collectively called a "Trademark License").

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the fulfillment of, and in accordance with, the events and terms set forth in Section 11.9(a)(i) of the Credit Agreement, Administrative Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

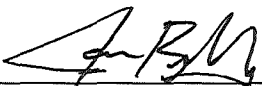
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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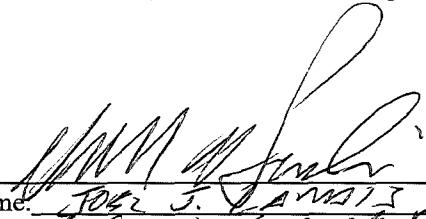
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

NORTH AMERICAN BEVERAGES, LLC
THOMAS KEMPER ACQUISITION CO., INC.
ALL SPORT, INC.
BY HYDRIVE, LLC
XYIENCE BEVERAGE COMPANY, LLC

By: 
Name: James Bradley
Title: CEO

**TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
Name: JOSE J. DANIELS
Title: EXECUTIVE VICE PRESIDENT

29	Xyience Beverage Company, LLC	XENERGY - 32	U.S. Federal	LIVE	77/841455	10/5/2009	4361658	7/2/2013
30	Xyience Beverage Company, LLC	XENERGY - 5	U.S. Federal	LIVE	77/094011	1/29/2007	4522127	4/29/2014
31	Xyience Beverage Company, LLC	XYIENCE - 32	U.S. Federal	LIVE	77/711932	4/10/2009	3701582	10/27/2009
32	Xyience Beverage Company, LLC	XYIENCE - 5	U.S. Federal	LIVE	76/604146	7/27/2004	3159492	10/17/2006
33	Xyience Beverage Company, LLC	XYIENCE & Barcode Design - 32	U.S. Federal	LIVE	85/239531	2/10/2011	4019539	8/30/2011
34	Xyience Beverage Company, LLC	XYIENCE & Barcode Design - 5	U.S. Federal	LIVE	85/239517	2/10/2011	4034309	10/4/2011
35	Xyience Beverage Company, LLC	XYIENCE & Bottom Barcode Design - 32	U.S. Federal	LIVE	85/678965	7/17/2012	N/A	N/A
36	Xyience Beverage Company, LLC	XYIENCE & Bottom Barcode Design - 5	U.S. Federal	LIVE	85/678946	7/17/2012	N/A	N/A
37	Xyience Beverage Company, LLC	XYIENCE XSHOT - 32	U.S. Federal	LIVE	77/577208	9/23/2008	3703171	10/27/2009
38	Xyience Beverage Company, LLC	XYIENCE XSHOT - 5	U.S. Federal	LIVE	77/577206	9/23/2008	3703170	10/27/2009
39	North American Beverages, LLC	Fruitality	U.S. Federal	LIVE	86126035	11/21/2013	N/A	N/A

Item B. Trademark Licenses

None.

11	North American Beverages, LLC	NUGRAPE	U.S. Federal	LIVE	75785800	8/26/1999	2352076	5/23/2000
12	North American Beverages, LLC	BIG PEACH	U.S. Federal	LIVE	74175535	6/10/1991	1694726	6/16/1992
13	North American Beverages, LLC	BIG RED	U.S. Federal	LIVE	73414488	2/22/1983	1611421	8/28/1990
14	North American Beverages, LLC	BIG RED	U.S. Federal	LIVE	73403777	11/24/1982	1628540	12/18/1990
15	North American Beverages, LLC	BIG RED	U.S. Federal	LIVE	73403132	11/18/1982	1628539	12/18/1990
16	North American Beverages, LLC	BIG RED	U.S. Federal	LIVE	72038159	10/1/1957	691351	1/12/1960
17	All Sport, Inc.	ALL SPORT	U.S. Federal	LIVE	75134256	7/15/1996	2081378	7/22/1997
18	All Sport, Inc.	ALL SPORT	U.S. Federal	LIVE	74118261	11/19/1990	1747887	1/19/1983
19	All Sport, Inc.	HYDRATION NATION	U.S. Federal	LIVE	77473311	5/13/2008	3655676	7/14/2009
20	All Sport, Inc.	ALL SPORT PLUS	U.S. Federal	LIVE	76582634	3/24/2004	2978019	7/26/2005
21	Thomas Kemper Acquisition Company, Inc.	THOMAS KEMPER	U.S. Federal	LIVE	74212452	10/10/1991	1729709	11/3/1992
22	Thomas Kemper Acquisition Company, Inc.	THOMAS KEMPER & DESIGN	U.S. Federal	LIVE	85516594	01/13/2012	4256516	12/11/2012
23	BR HyDrive, LLC	BETTER ENERGY	U.S. Federal	LIVE	78841616	3/20/06	3333993	12/11/07
24	BR HyDrive, LLC	HYDRIVE	U.S. Federal	LIVE	78795831	1/20/06	3331925	11/6/07
25	BR HyDrive, LLC	HYDRIVE	U.S. Federal	LIVE	85424356	9/16/11	4215318	9/25/12
26	BR HyDrive, LLC	THE CAFFEINE MADE ME DO IT	U.S. Federal	LIVE	85424368	9/16/11	4149424	5/29/12
27	Xyience Beverage Company, LLC	XENERGY - 32	U.S. Federal	LIVE	78/978554	5/1/2006	3278061	8/7/2007
28	Xyience Beverage Company, LLC	XENERGY - 32	U.S. Federal	LIVE	78/873870	5/1/2006	3720188	12/1/2009

29	Xyience Beverage Company, LLC	XENERGY - 32	U.S. Federal	LIVE	77/841455	10/5/2009	4361658	7/2/2013
30	Xyience Beverage Company, LLC	XENERGY - 5	U.S. Federal	LIVE	77/094011	1/29/2007	4522127	4/29/2014
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36	Xyience Beverage Company, LLC	XYIENCE & Bottom Barcode Design - 5	U.S. Federal	LIVE	85/678946	7/17/2012	N/A	N/A
37	Xyience Beverage Company, LLC	XYIENCE XSHOT - 32	U.S. Federal	LIVE	77/577208	9/23/2008	3703171	10/27/2009
38	Xyience Beverage Company, LLC	XYIENCE XSHOT - 5	U.S. Federal	LIVE	77/577206	9/23/2008	3703170	10/27/2009
39	North American Beverages, LLC	Fruitality	U.S. Federal	LIVE	86126035	11/21/2013	N/A	N/A

Item B. Trademark Licenses

None.