

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367605

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|---|---|-----------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UBS AG, Stamford Branch | | 12/30/2015 | Bank: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Sunny Delight Beverages Co. | | |
| Street Address: | 10300 Alliance Road | | |
| Internal Address: | Suite 500 | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45242 | | |
| Entity Type: | CORPORATION: FLORIDA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3115861 | | |
| Registration Number: | 3424079 | SUNNY DELIGHT BEVERAGES CO. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129847700 | | |
| <i>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.</i> | | | |
| Phone: | 3123722000 | | |
| Email: | umattsson@mwe.com, kwalsh@mwe.com | | |
| Correspondent Name: | Ulrika Mattsson, McDermott Will & Emery | | |
| Address Line 1: | 227 W. Monroe Street | | |
| Address Line 2: | Suite 4400 | | |
| Address Line 4: | Chicago, ILLINOIS 60606-5096 | | |
| ATTORNEY DOCKET NUMBER: | 071883-0010 | | |
| NAME OF SUBMITTER: | Ulrika E. Mattsson | | |
| SIGNATURE: | /Ulrika E. Mattsson/ | | |
| DATE SIGNED: | 12/31/2015 | | |
| Total Attachments: 3 | | | |
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| source=Trademark Security Interest Release (UBS)#page2.tif | | | |

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**TRADEMARK SECURITY AGREEMENT
NOTICE OF TERMINATION AND RELEASE**

This NOTICE OF TERMINATION AND RELEASE (this "Release") is dated as of December 30, 2015, and made by Sunny Delight Beverages Co. (the "Borrower") and SD IP Holdings Company ("SD IP Holdings," together with the Borrower, the "Pledgors") and UBS AG, Stamford Branch, in its capacity as First Lien Collateral Agent (the "Collateral Agent").

WITNESSETH

WHEREAS, Pledgors were party to an Amended and Restated First Lien Security Agreement dated May 5, 2006, (the "Security Agreement") in favor of the Collateral Agent, pursuant to which the Pledgors executed a Trademark Security Agreement dated May 5, 2006 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 30, 2006, at Reel 003349/Frame 0220;

WHEREAS, Pledgors' Obligations to the Secured Party have been paid in full and all commitments have been terminated in accordance with the Payoff Letter dated April 3, 2007 (the "Payoff Letter"); and

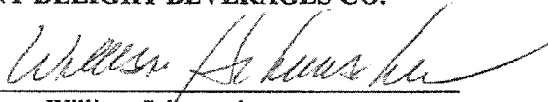
WHEREAS, the Collateral Agent terminated and released all of its security interests in the Trademarks, including but not limited to the trademark registrations listed on Schedule A, which Pledgors had previously granted to the Collateral Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the parties hereby agree as follows:

1. Incorporation of Prior Agreements. All terms capitalized but not otherwise defined herein shall have the same meanings set forth in the Trademark Security Agreement and the Payoff Letter.
2. Release of Security Interests. The Collateral Agent hereby terminates and releases all of its security interests in the Trademarks, including but not limited to the trademark registrations listed on Schedule A hereto, and all proceeds and products of the foregoing, including any claims against third parties for the past, present or future infringement of any trademarks included in the Trademarks.
3. Further Assurances. The Collateral Agent agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Pledgors to effect the release of the security interests contemplated hereby.
4. This Release shall be binding on the parties' legal representatives, assigns and successors.

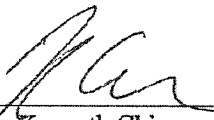
IN WITNESS WHEREOF, the parties have duly executed this Release as of the above date.

SUNNY DELIGHT BEVERAGES CO.

By: 
Name: William Schumacher
Title: Chief Financial Officer and
Executive Vice President

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Houssein Daly
Title: Associate Director

By: 
Name: Kenneth Chin
Title: Director

DM_US 68733538-1.071883.0873

Schedule A

Trademarks

| <u>OWNER</u> | <u>APPLICATION NO.</u> | <u>REGISTRATION NO.</u> | <u>JURISDICTION</u> | <u>TRADEMARK</u> |
|--------------------------------|-------------------------------|--------------------------------|----------------------------|---|
| SUNNY DELIGHT BEVERAGES CO. | 76/643733 | 3115861 | USA | MISCELLANEOUS DESIGN |
| SUNNY DELIGHT BEVERAGES CO. | 78/518750 | 3424079 | USA | SUNNY DELIGHT BEVERAGES CO. (STYLIZED AND/OR WITH DESIGN) |

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