

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunbelt Beverage Company, LLC		01/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
R&R Marketing, L.L.C.		01/01/2016	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A. as Administrative Agent		
<b>Street Address:</b>	277 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4059899	MAKE RESPONSIBILITY A FAMILY MATTER	
<b>Registration Number:</b>	3851335	LUXURIST	
<b>Registration Number:</b>	3663096	THE CHARMER SUNBELT GROUP	
<b>Registration Number:</b>	3471102	11 ONE ON ONE TASTINGS	
<b>Registration Number:</b>	4622398	11 ONE ON ONE PROMOTIONS	
<b>Registration Number:</b>	4341564	R&R MARKETING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Susan O'Brien		
<b>Address Line 1:</b>	187 Wolf Road, Suite 101		
<b>Address Line 2:</b>	CT Lien Solutions		
<b>Address Line 4:</b>	Albany, NEW YORK 12205		
<b>NAME OF SUBMITTER:</b>	Susan O'Brien		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		

OP \$165.00 4059899

<b>DATE SIGNED:</b>	01/05/2016
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**Total Attachments: 7**

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ADDITIONAL NAMES OF CONVEYING PARTIES

R&R Marketing, L.L.C.

Limited Liability Company

New Jersey

**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

Name of Grantor	Trademark	Registration Date	Registration Number
Sunbelt Beverage Company, LLC	MAKE RESPONSIBILITY A FAMILY MATTER	November 22, 2011	R- 4,059,899
Sunbelt Beverage Company, LLC	LUXURIST	September 21, 2010	R - 3,851,335
Sunbelt Beverage Company, LLC	THE CHARMER SUNBELT GROUP	August 4, 2009	R - 3,663,096
Sunbelt Beverage Company, LLC	ONE ON ONE TASTINGS (stylized)	July 22, 2008	R - 3,471,102
Sunbelt Beverage Company, LLC	ONE ON ONE PROMOTIONS (stylized)	October 14, 2014	R - 4,622,398
R&R Marketing, LLC	R&R MARKETING	May 28, 2013	R - 4,341,564

**GRANT OF TRADEMARK SECURITY INTEREST**

GRANT OF TRADEMARK SECURITY INTEREST ("*Grant*"), dated as of January 1, 2016, by and among Sunbelt Beverage Company, LLC, a Delaware limited liability company ("*SBC*") and R&R Marketing, L.L.C., a New Jersey limited liability company ("*RR*" and together with SBC, each a "*Grantor*" and collectively, the "*Grantors*"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "*Administrative Agent*") for the lenders party to the Credit Agreement referred to below.

**WITNESSETH:**

WHEREAS, Grantors, certain of their Affiliates, the Administrative Agent and the Lenders are entering into an Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Credit Agreement*");

WHEREAS, each Grantor, certain of its Affiliates and the Administrative Agent are entering into an Amended and Restated Pledge and Security Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Security Agreement*") in order to induce Agent and the Lenders to enter into and extend credit to such Grantor and certain of its Affiliates under the Credit Agreement and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, each Grantor is executing and delivering to the Administrative Agent this Grant for filing with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or, if not defined therein, in the Security Agreement.

2. **Grant of Security Interest in Trademarks.** Each Grantor hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired Trademarks (as defined below), including, without limitation, the Trademarks set forth on **Schedule A** hereto (collectively, the "*Trademarks*"), and all proceeds and products thereof.

3. **Security Agreement.** The security interest granted pursuant to this Grant is granted in conjunction with, and not in limitation of, the security interests granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks and related Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

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

**SUNBELT BEVERAGE COMPANY, LLC**

By: Eugene D. Luciana

Name: Eugene D. Luciana

Title: Secretary and Treasurer

**R&R MARKETING, L.L.C.**

By: Eugene D. Luciana

Name: Eugene D. Luciana

Title: Secretary and Treasurer

[Grant of Trademark Security Interest]

**TRADEMARK**  
**REEL: 005702 FRAME: 0579**

ACCEPTED AND ACKNOWLEDGED BY:

**JPMORGAN CHASE BANK, N.A.;**  
as Administrative Agent

By: \_\_\_\_\_  
Name: Daniel Stampfer  
Title: Authorized Signer

[Grant of Trademark Security Interest]

**TRADEMARK**  
**REEL: 005702 FRAME: 0580**



**Schedule A**

**Active U.S. Trademark Filings:**

Name of Grantor	Trademark	Registration Date	Registration Number
Sunbelt Beverage Company, LLC	MAKE RESPONSIBILITY A FAMILY MATTER	November 22, 2011	R- 4,059,899
Sunbelt Beverage Company, LLC	LUXURIST	September 21, 2010	R – 3,851,335
Sunbelt Beverage Company, LLC	THE CHARMER SUNBELT GROUP	August 4, 2009	R – 3,663,096
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R&R Marketing, LLC	R&R MARKETING	May 28, 2013	R – 4,341,564

**Active State Trademark Filings:**

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>State</u>	<u>Registration Number</u>
Sunbelt Beverage Company, LLC	REBEL VINUM	June 7, 2010	Arizona	54730

[Grant of Trademark Security Interest]