

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372522

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		02/02/2016	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Sunny Delight Beverages Co.
Street Address:	10300 Alliance Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45242
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1243041	CITRUS HILL
Registration Number:	4209818	DRINK UP & DOWNLOAD
Registration Number:	4209821	DRINK UP & DOWNLOAD
Registration Number:	3360920	FRUITSIMPLE
Registration Number:	3612934	FRUITSIMPLE
Registration Number:	3360943	MAKE EVERY DAY A SUNNY DAY
Registration Number:	4206744	MAKE TODAY A SUNNY DAY
Registration Number:	3545324	MOVE. LAUGH. THINK.
Registration Number:	3206803	SUMMER 4 EVER
Registration Number:	1734136	SUNNY D
Registration Number:	3178133	SUNNY D BAJA
Registration Number:	3165915	SUNNY D INTENSE SPORT
Registration Number:	1916700	SUNNY DELIGHT
Registration Number:	3424079	SUNNY DELIGHT BEVERAGES CO.
Registration Number:	3872803	SUNNYD
Registration Number:	3268982	WARP
Registration Number:	1000419	
Registration Number:	1000420	
Registration Number:	1352268	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1434149	
Registration Number:	3115861	

CORRESPONDENCE DATA

Fax Number: 6172484000

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.

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2011906.0002
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	02/09/2016

Total Attachments: 6

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

This NOTICE OF TERMINATION AND RELEASE (this “Release”) is dated as of February 2, 2016, and made by Sunny Delight Beverages Co., a Florida corporation, located at 10300 Alliance Road, Suite 500, Cincinnati, Ohio 45242 (the “Debtor”) and JPMorgan Chase Bank, N.A., as Administrative Agent for and on behalf of the Lenders (as defined below) (the “Secured Party”).

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of December 20, 2012, (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) by and among Sunny Delight Beverages Co. (“Borrower”) and Beverages Holdings, LLC (“Holdings”), the financial institutions from time to time signatory thereto (individually a “Lender”, and any and all such financial institutions collectively the “Lenders”), the Secured Party and the other agents party thereto, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend or continue to extend financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Debtor executed and delivered that certain Security Agreement, dated as of December 20, 2012, to the Secured Party (as amended or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Debtor executed a Trademark Security Agreement dated December 20, 2012, (the “Trademark Security Agreement”) to further confirm the grant to the Secured Party a continuing security interest in all of Trademark Collateral to secure all Obligations (as defined in the Credit Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 11, 2013, at Reel 004941/Frame 0290; and

WHEREAS, the Secured Party hereby terminates and releases the security interest in the trademark registrations listed on Schedule A that Debtor had previously granted to the Secured Party.

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.
2. Release of Security Interests. The Secured Party hereby terminates and releases all of its security interests in the trademark registrations listed on Schedule A hereto, including:

(a) all license agreements with any other Person in connection with any Trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all trademarks, service marks, trade names, trade dress, domain names or other indicia of origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, and solely to the extent granting a security interest in such applications may affect the validity or enforceability of such applications), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, domain name or other indicia of origin.

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark License, including any Trademark or trademark registration referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark License.

3. Further Assurances. The Secured Party 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 reasonably requested by the Debtor 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.

DEBTOR:

Sunny Delight Beverages Co.

By: Timothy S. Voelkerding
Name: Timothy S. Voelkerding
Title: Vice President

SECURED PARTY:

JPMorgan Chase Bank, N.A.

By: _____
Name: _____
Title: _____

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

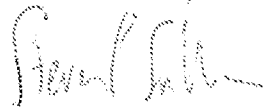
DEBTOR:

Sunny Delight Beverages Co.

By: _____
Name: Timothy S. Voelkerding
Title: Vice President

SECURED PARTY:


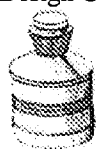
JPMorgan Chase Bank, N.A.

By:  _____
Name: Steven P. Sullivan
Title: Authorized Officer

Schedule A

Trademarks

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
CITRUS HILL	73361661 (April 26, 1982)	1243041 (June 21, 1983)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
DRINK UP & DOWNLOAD	85544568 (February 16, 2012)	4209818 (September 18, 2012)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
DRINK UP & DOWNLOAD	85544578 (February 16, 2012)	4209821 (September 18, 2012)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
FRUITSIMPLE	78920433 (June 29, 2006)	3360920 (December 25, 2007)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
	77079272 (January 9, 2007)	3612934 (April 28, 2009)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
MAKE EVERY DAY A SUNNY DAY	78933407 (July 19, 2006)	3360943 (December 25, 2007)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
MAKE TODAY A SUNNY DAY	85197520 (December 14, 2010)	4206744 (September 11, 2012)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
MOVE. LAUGH. THINK.	78897604 (May 31, 2006)	3545324 (December 9, 2008)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
SUMMER 4 EVER	78594358 (March 24, 2005)	3206803 (February 6, 2007)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
SUNNY D	74132521 (January 22, 1991)	1734136 (November 17, 1992)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
SUNNY D BAJA	78547208 (January 13, 2005)	3178133 (November 28, 2006)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
SUNNY D INTENSE SPORT	78291748 (August 25, 2003)	3165915 (October 31, 2006)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
SUNNY DELIGHT	74537919 (June 15, 1994)	1916700 (September 5, 1995)	Sunny Delight Beverages Co. (Florida Corp.)

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
			Cincinnati, Ohio
	78518750 (November 17, 2004)	3424079 (May 6, 2008)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
SUNNYD	77967420 (March 24, 2010)	3872803 (November 9, 2010)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
WARP	78291744 (August 25, 2003)	3268982 (July 24, 2007)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
Design Only 	72432408 (August 10, 1972)	1000419 (December 24, 1974)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
Design Only 	72432409 (August 10, 1972)	1000420 (December 24, 1974)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
Design Only 	73444731 (September 21, 1983)	1352268 (July 30, 1985)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
Design Only 	73448208 (October 17, 1983)	1434149 (March 24, 1987)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio
Design Only 	76643733 (July 27, 2005)	3115861 (July 18, 2006)	Sunny Delight Beverages Co. (Florida Corp.) Cincinnati, Ohio

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