

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372526

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A. as Administrative Agent		02/02/2016	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Veryfine Products, Inc.		
<b>Street Address:</b>	10300 Alliance Road		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45242		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3791553	FRESH PICKED WATER	
<b>Registration Number:</b>	3782371	FRUIT2O	
<b>Registration Number:</b>	2419817	FRUIT2O	
<b>Registration Number:</b>	3788305	FRUIT2O ESSENTIALS	
<b>Registration Number:</b>	3893972	FRUIT2O ESSENTIALS	
<b>Registration Number:</b>	3314248	FRUIT2O NO CALORIES	
<b>Registration Number:</b>	3357639	FUEL2O	
<b>Registration Number:</b>	4007190	SMALL CHANGES > LIFELONG RESULTS	
<b>Registration Number:</b>	3808141	THE WONDERS OF FRUIT. THE REFRESHMENT OF	
<b>Registration Number:</b>	3893498	THE WONDERS OF FRUIT. THE REFRESHMENT OF	
<b>Registration Number:</b>	3121961	TROPICAL FUSION	
<b>Registration Number:</b>	4164518	VERYFINE	
<b>Registration Number:</b>	3091607	VERYFINE	
<b>Registration Number:</b>	1654456	VERYFINE	
<b>Registration Number:</b>	2152253	VERYFINE	
<b>Registration Number:</b>	2127913		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		

OP \$415.00 3791553

TRADEMARK

***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

<b>ATTORNEY DOCKET NUMBER:</b>	2011906-0002
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales
<b>SIGNATURE:</b>	/daniel l. scales/
<b>DATE SIGNED:</b>	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 Veryfine Products, Inc., a Massachusetts 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 0346; 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:

Veryfine Products, Inc.

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:

Veryfine Products, Inc.

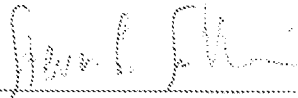
By: \_\_\_\_\_

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**

<b>Trademark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>	<b>Owner</b>
FRESH PICKED WATER	78474898 August 27, 2004	3791553 May 18, 2010	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
FRUIT2O	77657932 (January 27, 2009)	3782371 (April 27, 2010)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
<b>FRUIT<sub>2</sub>O</b>	75592715 (November 20, 1998)	2419817 (January 9, 2001)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
FRUIT2O ESSENTIALS	77657938 (January 27, 2009)	3788305 (May 11, 2010)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
FRUIT2O ESSENTIALS	85043450 (May 20, 2010)	3893972 (December 21, 2010)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
	78794105 (January 18, 2006)	3314248 (October 16, 2007)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
FUEL2O (Stylized)	78822940 (February 24, 2006)	3357639 (December 18, 2007)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
SMALL CHANGES > LIFELONG RESULTS	85028915 (May 3, 2010)	4007190 (August 2, 2011)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
THE WONDERS OF FRUIT. THE REFRESHMENT OF WATER.	77705759 (April 2, 2009)	3808141 (June 22, 2010)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
THE WONDERS OF FRUIT. THE REFRESHMENT OF WATER.	85029323 (May 4, 2010)	3893498 (December 21, 2010)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
TROPICAL FUSION	78529946	3121961	Veryfine Products, Inc.

<b>Trademark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>	<b>Owner</b>
	(December 9, 2004)	(July 25, 2006)	(Massachusetts Corp.) Cincinnati, Ohio
VERYFINE	85460328 (October 31, 2011)	4164518 (June 26, 2012)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
	78563066 (February 8, 2005)	3091607 (May 9, 2006)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
<i>Veryfine</i>	74080882 (July 23, 1990)	1654456 (August 20, 1991)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
	75261856 (March 24, 1997)	2152253 (April 21, 1998)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio
	75228209 (January 21, 1997)	2127913 (January 6, 1998)	Veryfine Products, Inc. (Massachusetts Corp.) Cincinnati, Ohio

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