

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beverage Marketing USA, Inc.		02/16/2016	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	106 Corporate Park Drive		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	2242311	ARIZONA	
Registration Number:	4304481	ARIZONA	
Registration Number:	4462343	ARIZONA	
Registration Number:	2241415	ARIZONA	
Registration Number:	4465548	ARIZONA	
Registration Number:	4283079	ARIZONA	
Registration Number:	4282776	ARIZONA	
Registration Number:	2445642	ARIZONA BEVERAGE CO.	
Registration Number:	4191828	ARIZONA COMBO TRAY	
Registration Number:	3698997	ARIZONA GREEN TEA ENERGY DRINK	
Registration Number:	4471176	ARIZONA SPORTS	
Registration Number:	4376663	ARIZONA VAPOR WATER	
Registration Number:	3937469	AZ ENERGY	
Registration Number:	2713920	BLUE LUNA CAFÉ	
Registration Number:	4774417	COCO NUTZ	
Registration Number:	4064849	COCOZONA	
Registration Number:	3974001	CRAZY STALLION	
Registration Number:	3717114	FAST SHOT	
Registration Number:	4134459	MANUFACTURED BY ARIZONA BEVERAGE CO.	

OP \$765.00 2242311

Property Type	Number	Word Mark
Registration Number:	2161197	MISSISSIPPI MUD
Registration Number:	4694912	OAK RESERVE BREWED TEA
Registration Number:	4596224	
Registration Number:	2625638	RXSTRESS
Registration Number:	3502440	ALL CITY
Registration Number:	2730961	
Registration Number:	4815746	COCO NUTZ
Registration Number:	4874520	
Serial Number:	86484775	ARIZONA MUCHO MANGO
Serial Number:	86616506	MUCHO MANGO
Serial Number:	86846684	DRINKARIZONA.COM

CORRESPONDENCE DATA

Fax Number:

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: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	02/18/2016

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Beverage Marketing USA, Inc.

- Individual(s)
- Partnership
- Corporation- State: NY
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 16, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: 106 Corporate Park Drive

City: White Plains

State: NY

Country: USA Zip: 10604

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera Signature February 17, 2016 Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of February 16, 2016, by BEVERAGE MARKETING USA, INC. (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (the "Trademark Collateral"):

- (a) Trademarks of the Pledgor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

For the avoidance of doubt, the Trademark Collateral does not include any U.S. intent-to-use trademark application to the extent and for so long as creation by the Pledgor of a security interest therein would result in the loss by the Pledgor of any material rights therein or in any registration issuing therefrom.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to

conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When all of the Obligations have been paid in full (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Swap Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and the Commitments of the Lenders to make any Loan under the Credit Agreement shall have expired or been sooner terminated, and upon termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

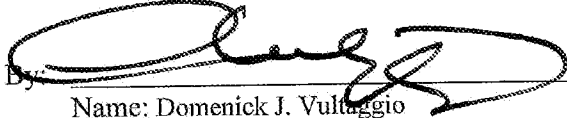
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

BEVERAGE MARKETING USA, INC.,
as Pledgor

By: 

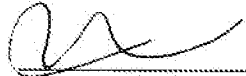
Name: Domenick J. Vultaggio
Title: Chairman of the Board, President, Vice
President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005734 FRAME: 0858

Accepted and Agreed:

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

By:  _____

Name: Vy Nguyen

Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005734 FRAME: 0859

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Beverage Marketing USA, Inc.	2242311	ARIZONA (standard characters) in Class 30 & 32
Beverage Marketing USA, Inc.	4304481	ARIZONA (standard characters) in Class 30 & 32 (expanded goods)
Beverage Marketing USA, Inc.	4462343	ARIZONA (standard characters) in Class 30 & 32 (expanded goods)
Beverage Marketing USA, Inc.	2241415	ARIZONA (stylized) in Class 30 & 32
Beverage Marketing USA, Inc.	4465548	ARIZONA (stylized) in Class 30 & 32 (expanded goods)
Beverage Marketing USA, Inc.	4283079	ARIZONA (stylized) with Cherry Tree Branch in Class 30
Beverage Marketing USA, Inc.	4282776	ARIZONA (stylized) with Split Sunburst in Class 30 & 32
Beverage Marketing USA, Inc.	2445642	ARIZONA BEVERAGE CO. (standard characters) in Class 30
Beverage Marketing USA, Inc.	4191828	ARIZONA COMBO TRAY (standard characters) in Class 30
Beverage Marketing USA, Inc.	3698997	ARIZONA GREEN TEA ENERGY DRINK (standard characters) in Class 32
Beverage Marketing USA, Inc.	4471176	ARIZONA SPORTS (standard characters) in Class 32
Beverage Marketing USA, Inc.	4376663	ARIZONA VAPOR WATER (standard characters) in Class 32
Beverage Marketing USA, Inc.	3937469	AZ ENERGY & design in Class 32
Beverage Marketing USA, Inc.	2713920	BLUE LUNA CAFÉ (standard characters) in Class 32
Beverage Marketing USA, Inc.	4774417	COCONUTZ (standard characters) in Class 33
Beverage Marketing USA, Inc.	4064849	COCOZONA (standard characters) in Class 32
Beverage Marketing USA, Inc.	3974001	CRAZY STALLION (standard characters) in Class 32

Beverage Marketing USA, Inc.	3717114	FAST SHOT (standard characters) in Class 5 & 32
Beverage Marketing USA, Inc.	4134459	MANUFACTURED BY ARIZONA BEVERAGE CO. & design in Class 30
Beverage Marketing USA, Inc.*	2161197	MISSISSIPPI MUD (standard characters) in Class 32
Beverage Marketing USA, Inc.	4694912	RESERVE OAK BREWED TEA & design in Class 30
Beverage Marketing USA, Inc.	4596224	RISING SUN design in Class 32
Beverage Marketing USA, Inc.	2625638	RXSTRESS (standard characters) in Class 30
Beverage Marketing USA, Inc.	3502440	ALL CITY (standard characters) in Class 32
Beverage Marketing USA, Inc.	2730961	20 oz. BOTTLE SHAPE in Class 30 & 32
Beverage Marketing USA, Inc.	4815746	COCO NUTZ (stylized)
Beverage Marketing USA, Inc.	4874520	COW HEAD design in Class 32

*Also owned by D.V. Capital, L.P. and J.F. Capital, L.P.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Beverage Marketing USA, Inc.	86/484775	ARIZONA MUCHO MANGO in Class 32
Beverage Marketing USA, Inc.	86/616506	MUCHO MANGO in Class 32
Beverage Marketing USA, Inc.	86/846684	DRINKARIZONA.COM