

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM740505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Refresco Beverages US Inc.		07/12/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited, as Collateral Agent		
Street Address:	Third Floor 1 King's Arms Yard		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Trustee Services: ENGLAND		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	966665	GOLDEN CROWN	
Registration Number:	1694722	GOLDEN CROWN	
Registration Number:	1882418	GOLDEN CROWN	
Registration Number:	4909077	HARBORSIDE	
Registration Number:	3779599	HARVEST CLASSIC	
Registration Number:	3385483	HARVEST CLASSIC	
Registration Number:	4988994	SCIOCRAN 90	
Registration Number:	1776022	AMERICAN CLASSIC	
Serial Number:	90217431	CHADWICK BAY	
Serial Number:	90777400	CHADWICK BAY	
Registration Number:	2186730	DR. STRIPES	
Registration Number:	2237271	DR. VESS	
Registration Number:	1956754	FRUIT MIST	
Registration Number:	3134313	FRUIT MIST	
Registration Number:	4626491	MULBERRY FARMS	
Registration Number:	4665938	·MULBERRY FARMS·	
Registration Number:	3129255	SO CLEAR	
Registration Number:	2713932	STARS & STRIPES	
Registration Number:	2495194	STARS & STRIPES	

OP \$740.00 966665

Property Type	Number	Word Mark
Registration Number:	4800189	STARS & STRIPES
Registration Number:	5210117	SUMMERADES
Registration Number:	5179309	VESS
Registration Number:	0555776	VESS
Registration Number:	1091057	VINTAGE
Registration Number:	3149060	VINTAGE
Registration Number:	1273007	VINTAGE
Registration Number:	3149059	VINTAGE
Registration Number:	0110004	WHISTLE
Registration Number:	1959704	CLEAR CHOICE

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.

Phone: 2024547625

Email: ipteam@coagencyglobal.com

Correspondent Name: Julia Birgen

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	07/12/2022

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of July 12, 2022, is made by Refresco Beverages US Inc., a Georgia corporation (the “Grantor”), in favor of Wilmington Trust (London) Limited, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of July 12, 2022, among Pegasus MidCo B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands (“Holdings”), Pegasus BidCo B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands (the “Borrower”), the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) J.P. Morgan SE, as the Administrative Agent, JPMorgan Chase Bank, N.A., as the Swingline Lender, and Wilmington Trust (London) Limited, as the Collateral Agent for the benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”)

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Initial Borrower and the Borrower, as the case may be, and the Letter of Credit Issuers have agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of July 12, 2022 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a Security Interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, in, to and under those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance

with its terms. Each Grantor hereby authorizes and requests that the Commissioner for Patents/Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. Each Grantor shall, at its sole expense, take all further actions necessary or desirable by the Collateral Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral as it relates to Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

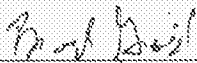
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers duly authorized as of the day and year first above written.

REFRESCO BEVERAGES US INC.,
as a Grantor

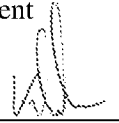
By: 
Name: Brad Goist
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007777 FRAME: 0978

WILMINGTON TRUST (LONDON) LIMITED,
as the Collateral Agent

By: _____



Name: Keith Reader
Title: Authorised Signatory

SCHEDULE A**Trademark Registrations and Applications**

Owner	Trademark	Serial No.	Reg. No.
Refresco Beverages US Inc.	GOLDEN CROWN	72/434383	966665
Refresco Beverages US Inc.	GOLDEN CROWN	74/048603	1694722
Refresco Beverages US Inc.	GOLDEN CROWN	74/229985	1882418
Refresco Beverages US Inc.	HARBORSIDE	85/760999	4909077
Refresco Beverages US Inc.	HARVEST CLASSIC	78/863041	3779599
Refresco Beverages US Inc.	HARVEST CLASSIC	78/863021	3385483
Refresco Beverages US Inc.	SCIOCRAN 90	86/026612	4988994
Refresco Beverages US Inc.	AMERICAN CLASSIC	74/250608	1776022
Refresco Beverages US Inc.	CHADWICK BAY	90/217,431	
Refresco Beverages US Inc.	CHADWICK BAY (and Design)	90/777,400	
Refresco Beverages US Inc.	DR. STRIPES	75/227497	2186730
Refresco Beverages US Inc.	DR. VESS	75/205140	2237271
Refresco Beverages US Inc.	FRUIT MIST	74/446993	1956754
Refresco Beverages US Inc.	FRUIT MIST	78/585734	3134313
Refresco Beverages US Inc.	MULBERRY FARMS	86/126328	4626491
Refresco Beverages US Inc.	MULBERRY FARMS Logo	86/146802	4665938
Refresco Beverages US Inc.	SO CLEAR	78/668803	3129255
Refresco Beverages US Inc.	STARS & STRIPES	75/983161	2713932
Refresco Beverages US Inc.	STARS & STRIPES	74/622934	2495194
Refresco Beverages US Inc.	STARS & STRIPES	85/955748	4800189
Refresco Beverages US Inc.	SUMMERADES	86/772485	5210117
Refresco Beverages US Inc.	VESS	86/929681	5179309
Refresco Beverages US Inc.	VESS (Stylized)	71/475473	0555776
Refresco Beverages US Inc.	VINTAGE	73/145996	1091057
Refresco Beverages US Inc.	VINTAGE	76/363583	3149060
Refresco Beverages US Inc.	VINTAGE (and Design)	73/328587	1273007
Refresco Beverages US Inc.	VINTAGE (and Design)	76/363582	3149059
Refresco Beverages US Inc.	WHISTLE	71/092046	0110004
Refresco Beverages US Inc. & REEVIVE, Inc.	CLEAR CHOICE	74/546444	1959704