

05-07-1999



To the Honorable Commis

tached original documents or copy thereof.

101031716

1. Name of conveying party(ies):

CABLE CARE BEVERAGE CORPORATION
555 17th Street, #3550
Denver, Colorado 80202

- Individual(s)
- General Partnership
- Corporation (Delaware)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Nature of conveyance:

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

Execution Date: February 25, 1999

3. Name and address of receiving party(ies):

Name: THE BANK OF NEW YORK

as Administrative Agent

Internal Address:

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

Country:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

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)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached: Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, N.W.

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed (Check No. 17577)
- Authorized to be charged to deposi: account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

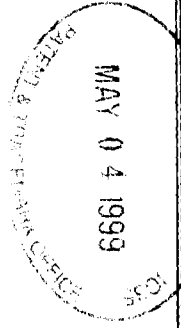
9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

May 4, 1999
Date

Total number of pages comprising cover sheet and document attachments: 8

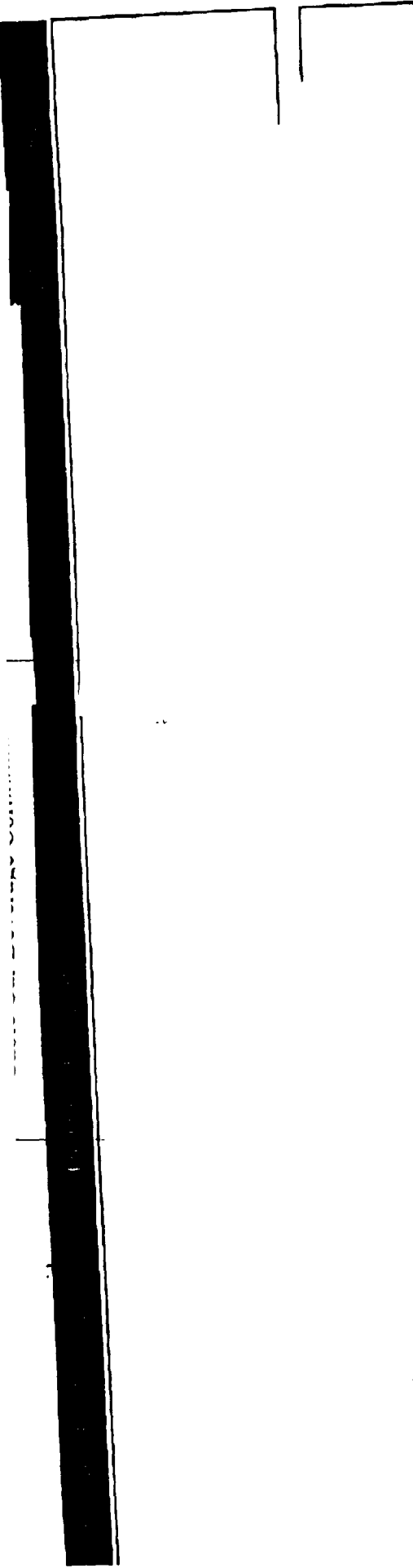


MRP 5-4-99

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11 FC:481
12 FC:482

40.00 OP
75.00 OP



<u>Mark</u>	<u>United States</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Ref. Dt</u>	<u>Status</u>
Aspen Extreme		32	Corporation Cable Car Beverage	74/643771	3/9/95	2055987	4/22/97	Registered
Aspen		32	Corporation Cable Car Beverage	74/339272	12/11/92	1838051	5/31/94	Registered
Fountain Classics		32	Corporation Cable Car Beverage	73/833288	10/23/89	1646286	6/18/91	Registered
Aspen		32	Corporation Cable Car Beverage	73/047860	3/27/75	1023373	10/21/75	Registered

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 25, 1999, is made between CABLE CAR BEVERAGE CORPORATION, a Delaware corporation (the "Grantor") and THE BANK OF NEW YORK, as administrative agent (together with its successor(s) thereto, in such capacity the "Administrative Agent") for each of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 25, 1999 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers (including the Grantor), the Lenders and the Agents named therein, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security Agreement, dated as of February 25, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 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 incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the Grantor's right, title and interest in the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all of the Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all of the Grantor's Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or 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 the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or licensed Trademark referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licensed under any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. On the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder or under any other Loan Document. Upon any sale or other transfer of Trademark Collateral permitted by the Credit Agreement, the security interest created hereunder in such Trademark Collateral shall be automatically released and the Administrative Agent shall, at such Grantor's sole expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

CABLE CAR BEVERAGE
CORPORATION

By: Stuart Rosen
Name: Stuart Rosen
Title: Vice President

THE BANK OF NEW YORK,
as Administrative Agent

By: James J. Rooney
Name:
Title:

CABLE CAR BEVERAGE CORP. LICENSES

Country/Territory	Mark	Licensors	Licensee	Effective Date	Expiration Date
Worldwide	Stewart's	Stewart's Restaurants, Inc.	Cable Car Beverage Corp.	7/11/89	Perpetual
Worldwide	Stewart's (fountain products)	Stewart's Restaurants, Inc.	Cable Car Beverage Corp.	6/24/97	Perpetual

<u>Mark</u>	<u>United States</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. DI</u>	<u>Reg. #</u>	<u>Ref. DI</u>	<u>Status</u>
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