

10-29-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Austin Nichols & Co., Inc.

10-23-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/9/02

2. Name and address of receiving party(ies)

Name: Orangina Beverages, Inc.

Internal Address:

Street Address: 709 Westchester Avenue

City: White Plains State: NY Zip: 10604

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

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,997,411

Additional number(s) attached Yes No

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

Name: Cheryl Rogovin

Internal Address: Orangina Beverages, Inc.

Street Address: 709 Westchester Avenue

City: White Plains State: NY Zip: 10604

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

201501

DO NOT USE THIS SPACE

9. Signature.

Cheryl Rogovin Name of Person Signing

Cheryl Rogovin Signature

10/10/02 Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/28/2002 TDIAZ1 00000144 201501 1997411 01 FC:8521 40.00 CH

TRADEMARK REEL: 2606 FRAME: 0157

TRADEMARK ASSIGNMENT

This Assignment is entered into as of this 9th day of October, 2002 by and between Austin Nichols & Co., Inc., a Delaware corporation with an office located at 777 Westchester Avenue, White Plains, NY 10604 ("Assignor") and Orangina Beverages, Inc., a Florida corporation with an office at 709 Westchester Avenue, White Plains, NY 10604 ("Assignee").

WHEREAS Assignor has adopted, used and is using and is the owner of the mark "SHAKE THE BOTTLE WAKE THE TASTE!" ("Mark") Registration No. 1,997,411 in the United States Patent and Trademark Office;

WHEREAS Assignor is desirous of assigning, transferring and setting the Mark to Assignee and Assignee is desirous of acquiring the Mark and the registration thereof;

NOW, THEREFORE, in consideration for One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, assign and set over to Assignee, effective as of October 31, 2001, all of its right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, (including all common law rights) together with all claims for damages by reason of past infringement of the Mark with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor covenants that it has good and marketable title to the Mark and the requisite power, right and authority to sell and transfer the Mark to Assignee as provided herein, and such assignment shall be free and clear of all liens, claims, encumbrances, conditions, restrictions, easements, charges, obligations or liabilities.

Assignor further covenants that: (i) the registration of the Mark has been made in Assignor's name and is valid and in full force and effect; (ii) no proceedings have been instituted or are pending or, are threatened which challenge the validity of any of, to the best of Assignor's knowledge, Assignor's ownership of the Mark; (iii) the Mark does not infringe the proprietary rights of any other person or entity and no person or entity is infringing upon the Mark; (iv) there are no licenses or agreements pursuant to which Assignor authorizes any other person to use the Mark.

Assignor further covenants that it will, upon request, execute and deliver to Assignee any further documents and instruments, and take all other lawful acts deemed necessary by Assignee to enable Assignee to obtain, maintain and enforce the full benefits of the rights and interests herein assigned.