

10-05-2004

1138-TM-003

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

102852175 COVER SHEET

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

## 1. Name(s) of conveying party(ies):

Tribev Corporation  
a Delaware corporationRoyal Crown Company, Inc.  
a Delaware corporationAdditional party(ies) attached ? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Agreement  
at reel 1629 frame 0593  
Execution Date: September 16, 2004

## 2. Name and address of receiving party(ies):

Name: Kelco Sales & Marketing Corp

Internal Address: \_\_\_\_\_

Address: 45 Jackson DriveCity: Cranford State: NJ Zip: 07016 Country: USA☐ Individual(s) - citizenship \_\_\_\_\_☐ Association \_\_\_\_\_☐ General Partnership \_\_\_\_\_☐ Limited Partnership \_\_\_\_\_☒ Corporation New Jersey☐ 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):

Reg. No.: 115,068Additional number(s) attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
concerning the document should be mailed:Name: Kenneth F. Florek, Esq.  
HEDMAN & COSTIGAN, P.C.Address: 1185 Avenue of the Americas  
City: New York State: NY Zip: 100367. Total fee (37 CFR 3.41) \$40.00 is☒ Enclosed☐ authorized to be charged to Deposit Account6. Total number of applications and registrations involved: 18. Deposit Account Number: 08-1540☒ Authorization is given to charge Deposit Account  
if the enclosed fee is deficient.

10/04/2004 ECDOPER 00000022 115068

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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.Kenneth F. Florek, Reg. No. 33,173

Name

Signature

September 29, 2004

Date

(Total number of pages including cover sheet, attachments and document: 3)TRADEMARK  
REEL: 003059 FRAME: 0703

**RELEASE**

Reference is made to (i) the Purchase Agreement dated July 18, 1997 (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among Kelco Sales & Marketing Corp., a New Jersey corporation (hereinafter referred to as "Grantor") and Tribev Corporation, a Delaware corporation and Royal Crown Company, Inc., a Delaware Corporation (hereinafter referred to as "Tribev"), (ii) the Trademark Security Agreement dated July 18, 1997 (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, Tribev and Royal Crown Company, Inc., (hereinafter referred to as "RCC", with Tribev collectively the "Secured Parties"), and (iii) the Grant of Security Interest (Trademark) dated July 18, 1997 (as may have been amended, restated, supplemented or otherwise modified from time to time, the "Grant") among Grantor, Tribev and RCC as recorded in the United States Patent and Trademark Office at reel/frame 1629/0593. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Security Agreement.

The Secured Parties, individually and collectively, in acknowledgement of and in connection with the satisfaction of Grantor's obligations and liabilities for payment as set forth and defined in Schedule 5 of said Purchase Agreement (including those under the Note), pursuant to Paragraph (d) of the Security Agreement, hereby unconditionally release, without recourse and without any representation or warranty of any kind, all of the Secured Parties' right, title and interest in and to the Collateral from the Security Agreement. In keeping with the release of the security interest, the Secured Parties similarly unconditionally release, without recourse and without any representation or warranty of any kind, any and all mortgage, pledge or grant of security interest in and to the Collateral as conveyed by the Grant.

This release may not be modified, nor may any provision hereof be waived, orally or in an manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

All rights hereunder shall accrue to, and obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date written below, intending to be legally bound.

Dated September 16, 2004.

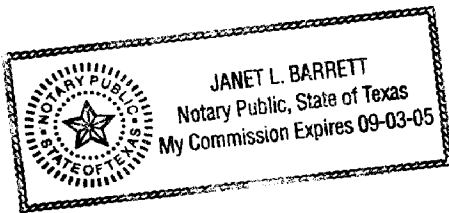
Tribev Corporation

September 16, 2004

[Signature]  
By: Jeffrey Altizer  
Its: Vice President

State of Texas)  
County of Collin) ss.

This 16<sup>th</sup> day of September, 2004, before me personally came the above named Jeffrey Altizer, to me personally known as the individual who executed the foregoing Release, who acknowledged to me that he executed the same of his own free will on behalf of Tribev Corporation for the purposes therein set forth.



[Signature]  
Notary Public

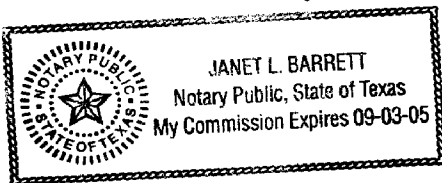
Royal Crown Company, Inc.

September 16, 2004

[Signature]  
By: Jeffrey Altizer  
Its: Vice President

State of Texas)  
County of Collin) ss.

This 16<sup>th</sup> day of September, 2004, before me personally came the above named Jeffrey Altizer, to me personally known as the individual who executed the foregoing Release, who acknowledged to me that he executed the same of his own free will on behalf of Royal Crown Company, Inc. for the purposes therein set forth.



[Signature]  
Notary Public