

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sunny Delight Beverages Co.		04/03/2007	CORPORATION: FLORIDA
SD IP Holdings Company		04/03/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Comerica Bank, as Administrative Agent
Street Address:	500 Woodward Avenue
Internal Address:	One Detroit Center
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	a Michigan banking corporation: MICHIGAN

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	2972888	BIG D
Registration Number:	2783311	CHILL IT, GRAB IT, GO!
Registration Number:	2783310	COOL CASE
Registration Number:	2520774	ECLIPSE
Serial Number:	78076397	MALIBU MANGO
Registration Number:	3115861	
Registration Number:	1000420	
Registration Number:	1352268	
Registration Number:	2678458	
Registration Number:	1434149	
Registration Number:	2398023	
Registration Number:	1734136	SUNNY D

CH \$865.00 2972888

Registration Number:	3165915	SUNNY D INTENSE SPORT
Registration Number:	1916700	SUNNY DELIGHT
Registration Number:	2566234	SUNNY DELIGHT
Serial Number:	78518750	SUNNY DELIGHT BEVERAGES CO.
Registration Number:	1000419	
Registration Number:	2501091	UNLEASH THE POWER OF THE SUN
Serial Number:	78291744	WARP
Registration Number:	1508492	WINTERBROOK
Serial Number:	78920433	FRUITSIMPLE
Serial Number:	78897604	MOVE. LAUGH. THINK.
Serial Number:	78727207	SUNNY T
Serial Number:	77128352	VEGSIMPLE
Serial Number:	77128373	WARP
Serial Number:	77079272	FRUITSIMPLE
Serial Number:	78933407	MAKE EVERY DAY A SUNNY DAY
Registration Number:	3206803	SUMMER 4 EVER
Registration Number:	3178133	SUNNY D BAJA
Serial Number:	76622313	ELATIONS
Serial Number:	76630053	ELATIONS
Serial Number:	78008201	ELATIONS
Serial Number:	76637768	ELATIONS
Registration Number:	2667298	JOY FOR JOINTS.

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7347613780  
Email: asujek@bodmanllp.com  
Correspondent Name: Angela Alvarez Sujek - Bodman LLP  
Address Line 1: 201 S. Division St., Suite 400  
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujek/
Date:	05/23/2007

Total Attachments: 12

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of April 3, 2007, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Sunny Delight Beverages Co. Credit Agreement dated as of April 3, 2007 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Sunny Delight Beverages Co. ("Borrower") and Beverages Holdings, LLC ("Holdings"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the 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 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 the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

(c) all 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 each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors 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 Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is

continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 14.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party 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.

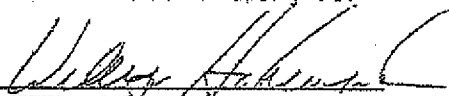
SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

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.

DEBTOR:

SUNNY DELIGHT BEVERAGES CO.

By:   
Name: William Schumacher  
Title: Senior Vice President, Chief Financial  
Officer and Secretary

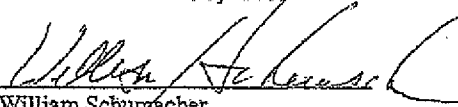
Signature Page to Trademark Agreement  
(759155)

TRADEMARK  
REEL: 003548 FRAME: 0285

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

DEBTOR:

BEVERAGES HOLDINGS, LLC.

By:   
Name: William Schuracher  
Title: Vice President, Treasurer and Secretary

Signature Page to Trademark Agreement  
(759135)

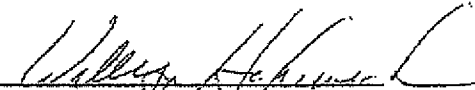
TRADEMARK  
REEL: 003548 FRAME: 0286



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.

DEBTOR:

SD IP HOLDINGS COMPANY

By: 

Name: William Schumacher

Title: Vice President, Treasurer and Secretary

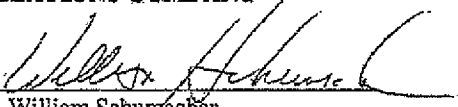
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(759155)

TRADEMARK  
REEL: 003548 FRAME: 0287

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.

DEBTOR:

THE ELATIONS COMPANY

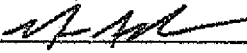
By:   
Name: William Schupfacher  
Title: Vice President, Treasurer and Secretary

Signature Page to Trademark Agreement  
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TRADEMARK  
REEL: 003548 FRAME: 0288

SECURED PARTY:

COMERICA BANK, as Agent

By: 

Its: DIRECTOR

Signature Page to Trademark Agreement  
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**SCHEDULE 1.1**

**Intellectual Property**

**Schedule 1.1: TRADEMARK LIST  
SUNNY DELIGHT BEVERAGES CO.**

<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Trademark</b>	<b>Registered Owner</b>
78/187116	2972888	19-Jul-2005	BIG D	SUNNY DELIGHT BEVERAGES CO.
78/145800	2783311	11-Nov-2003	CHILL IT, GRAB IT, GO! (SUNNY DELIGHT 02)	SUNNY DELIGHT BEVERAGES CO.
78/145799	2783310	11-Nov-2003	COOL CASE	SUNNY DELIGHT BEVERAGES CO.
75/725584	2520774	18-Dec-2001	ECLIPSE	SUNNY DELIGHT BEVERAGES CO.
78/076397	N/A	N/A	MALIBU MANGO	SUNNY DELIGHT BEVERAGES CO.
76/643733	3115861	18-Jul-2006	MISCELLANEOUS (BOTTLE) DESIGN	SUNNY DELIGHT BEVERAGES CO.
72/432409	1000420	24-Dec-1974	MISCELLANEOUS BOTTLE DESIGN (SUNNY DELIGHT BOTTLE SHAPE)	SUNNY DELIGHT BEVERAGES CO.
73/444731	1352268	30-Jul-1985	MISCELLANEOUS DESIGN (SUNNY DELIGHT 3D Bottle Device with Handle)	SUNNY DELIGHT BEVERAGES CO.
75/638396	2678458	21-Jan-2003	MISCELLANEOUS DESIGN (SUNNY DELIGHT 3D Device 99/1)	SUNNY DELIGHT BEVERAGES CO.
73/448208	1434149	24-Mar-1987	MISCELLANEOUS DESIGN (SUNNY DELIGHT 64 oz. Bottle)	SUNNY DELIGHT BEVERAGES CO.
75/865198	2398023	24-Oct-2000	MISCELLANEOUS DESIGN (SUNNY DELIGHT Device 97)	SUNNY DELIGHT BEVERAGES CO.
74/132521	1734136	17-Nov-1992	SUNNY D	SUNNY DELIGHT BEVERAGES CO.
78/291748	3165915	31-Oct-2006	SUNNY D INTENSE SPORT	SUNNY DELIGHT BEVERAGES CO.
74/537919	1916700	05-Sep-1995	SUNNY DELIGHT	SUNNY DELIGHT BEVERAGES CO.

Application Number	Registration Number	Registration Date	Trademark	Registered Owner
78/001180	2566234	30-Apr-2002	SUNNY DELIGHT & Device (00/1 bw)	SUNNY DELIGHT BEVERAGES CO.
78/518750	N/A	N/A	SUNNY DELIGHT BEVERAGES CO. (STYLIZED AND/OR WITH DESIGN)	SUNNY DELIGHT BEVERAGES CO.
72/432408	1000419	24-Dec-1974	SUNNY DELIGHT BOTTLE SHAPE	SUNNY DELIGHT BEVERAGES CO.
78/020143	2501091	23-Oct-2001	UNLEASH THE POWER OF THE SUN (SUNNY DELIGHT 00)	SUNNY DELIGHT BEVERAGES CO.
78/291744	N/A	N/A	WARP	SUNNY DELIGHT BEVERAGES CO.
73/619586	1508492	11-Oct-1988	WINTERBROOK	SUNDOR BRANDS, INC.
78/920433	N/A	N/A	FRUITSIMPLE	SUNNY DELIGHT BEVERAGES CO.
78/897604	N/A	N/A	MOVE.LAUGH.THINK.	SUNNY DELIGHT BEVERAGES CO.
78/727207	N/A	N/A	SUNNY T	SUNNY DELIGHT BEVERAGES CO.
77/128352	N/A	N/A	VEDGESIMPLE	SUNNY DELIGHT BEVERAGES CO.
77/128373	N/A	N/A	WARP	SUNNY DELIGHT BEVERAGES CO.
77/079272	N/A	N/A	FRUITSIMPLE & Design	SUNNY DELIGHT BEVERAGES CO.
78/933407	N/A	N/A	MAKE EVERY DAY A SUNNY DAY	SUNNY DELIGHT BEVERAGES CO.
78/594358	3206803	6-Feb-07	SUMMER 4 EVER	SUNNY DELIGHT BEVERAGES CO.
78/547208	3178133	28-Nov-06	SUNNY D BAJA	SUNNY DELIGHT BEVERAGES CO.

**Schedule 1.1: TRADEMARK LIST  
BEVERAGES HOLDINGS LLC/SD IP HOLDINGS COMPANY**

<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Trademark</b>	<b>Owner</b>
76/622313	N/A	N/A	ELATIONS	SD IP HOLDINGS COMPANY (DELAWARE, CORP)
76/630053	N/A	N/A	ELATIONS	SD IP HOLDINGS COMPANY (DELAWARE, CORP)
78/008201	2626568	24-Sep-2002	ELATIONS	SD IP HOLDINGS
76/637768	N/A	N/A	ELATIONS	SD IP HOLDINGS COMPANY (DELAWARE, CORP)
78/039115	2667298	24-Dec-2002	JOY FOR JOINTS. (ELATIONS 00)	PGCo