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To the Director of the U. S. Patent and Trademark Office

its or the new address(es) below.

1. Name of conveying party(ies):

103567677

receiving party(ies)

BestSweet Inc.

Additional names, addresses, or citizenship attached?

Yes  
 No

- Individual(s)
- General Partnership
- Corporation- State: New Jersey
- Other \_\_\_\_\_

- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

Name: SunTrust Bank

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

Street Address: 101 South Kings Drive

City: Charlotte

State: North Carolina

Country: United States Zip: 28204

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other banking corp.

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)

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) July 9, 2009

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See EXHIBIT A attached hereto.

B. Trademark Registration No.(s)

See EXHIBIT A attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Terry L. Witcher, Paralegal

Internal Address: McGuireWoods LLP

Street Address: 201 N. Tryon Street, Suite 3000

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-343-2104

Fax Number: 704-444-8857

Email Address: twitcher@mcguirewoods.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/17/2009 DBYRNE 00000001 2750006  
Deposit Account Number \_\_\_\_\_  
01 FC:8521 40.00  
Authorized 02/16/08 DP 275.00

9. Signature:

Signature

July 10, 2009

Date

Christian Brose, Esq.  
Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE A****BESTSWEET INC.  
TRADEMARKS**

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>
BestSweet Inc.	BESTSWEET	2750886	USA	08/12/2003
BestSweet Inc.	BESTHEALTH	2754090	USA	08/19/2003
BestSweet Inc.	METABOADVANCED	2798825	USA	12/23/2003
BestSweet Inc.	VIVACAL	2757335	USA	08/26/2003
BestSweet Inc.	VITASOFT	2757336	USA	08/26/2003
BestSweet Inc.	MENTHOLIZER	3159287	USA	10/17/2006
BestSweet Inc.	OSTEOADVANCED	2757337	USA	08/26/2003
BestSweet Inc.	WORKS LIKE A TABLET, TASTES LIKE A TREAT	3160441	USA	10/17/2006
BestSweet Inc.	FRUIT ICE	3184771	USA	12/12/2006
BestSweet Inc.	XLR8	78652957	USA	06/17/2005
BestSweet Inc.	3 CHEWS PACK THE BLAST OF AN 8 OZ ENERGY DRINK!	78683562	USA	08/02/2005
BestSweet Inc.	BEE M.D.	3640659	USA	6/16/2009

**NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

**THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (“*Agreement*”), dated as of July 9, 2009, is made by BestSweet Inc., a New Jersey corporation (the “*Grantor*”), in favor of SunTrust Bank, as administrative agent (the “*Administrative Agent*”) for the lenders (the “*Lenders*”) party to that certain Credit Agreement dated as of July 9, 2009 (the “*Credit Agreement*”), among BestSweet Holdings, Inc., the Grantor, the Administrative Agent, the Lenders and the other parties thereto.

W I T N E S S E T H:

**WHEREAS**, in connection with the Credit Agreement, the Grantor is a party to that certain Security Agreement dated as of July 9, 2009 (as amended, supplemented, waived or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Administrative Agent, for the ratable benefit of the Secured Parties; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent a security interest in its Intellectual Property, including Trademarks; 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 Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and the Related Credit Arrangements, the Grantor agrees, for the benefit of the Administrative Agent, 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 provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than the Borrower or a Subsidiary of the Borrower for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. 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.


SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are 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.

SECTION 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.

**[Remainder of page intentionally left blank.]**

**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.

**BESTSWEET INC.**

By:   
Name: *Richard Zulman*  
Title: *President and Chief Executive Officer*

**[Signatures Continue on Following Page]**

**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.

**SUNTRUST BANK**, as Administrative  
Agent

By: *Jennifer Hale Kelly*  
Name: Jennifer Hale Kelly  
Title: First Vice President

Notice and Confirmation of Grant of Security Interest in Trademarks  
Signature Page

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RECORDED: 07/16/2009

TRADEMARK  
REEL: 004028 FRAME: 0664