

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BestSweet Inc.		05/04/2011	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	201 North Tryon Street
Internal Address:	Suite 1800
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	an Ohio Banking Corporation: OHIO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2750886	BESTSWEET
Registration Number:	2754090	BESTHEALTH
Registration Number:	3159287	MENTHOLIZER
Registration Number:	3160441	WORKS LIKE A TABLET, TASTES LIKE A TREAT
Registration Number:	3184771	FRUIT ICE
Registration Number:	3278308	XLR
Registration Number:	3640659	BEE M.D.
Registration Number:	3606446	VERGE

CORRESPONDENCE DATA

Fax Number: (404)881-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-881-7000
 Email: barbara.yates@alston.com

900191089

**TRADEMARK
 REEL: 004534 FRAME: 0741**

OP \$215.00 2750886

Correspondent Name: Laura Kees, Esq.
Address Line 1: 1201 W. Peachtree Street
Address Line 2: c/o Alston & Bird LLP
Address Line 4: Atlanta, GEORGIA 30309-3424

NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	05/04/2011

Total Attachments: 5
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GRANT OF SECURITY INTEREST
(PATENTS AND TRADEMARKS)

May 4, 2011

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BestSweet Inc., a New Jersey corporation (the "Grantor"), with principal offices at 288 Mazepa Road, Mooresville, NC 28115, hereby assigns and grants to FIFTH THIRD BANK, as Administrative Agent (the "Grantee") with principal offices at 201 North Tryon Street, Suite 1800, Charlotte, North Carolina 28202, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guaranty and Security Agreement by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of May 4, 2011 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guaranty and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of North Carolina.

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FIFTH THIRD BANK,
as Administrative Agent, as Grantee

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

STATE OF NC)
COUNTY OF Rockingham) ss.:

On this 4th day of May, 2011, before me personally came Jennifer Hale Kelly who, being by me duly sworn, did state as follows: that she is a Vice President of FIFTH THIRD BANK, that he/she is authorized to execute the foregoing Grant on behalf of Fifth Third Bank and that he did so by authority of Fifth Third Bank.

Gretchen McCullough
Notary Public

Schedule A

TRADEMARKS

Trademark	Application/ Registration Number	Date of Application/ Registration	Class	Owner
BESTSWEET	2750886	08/12/2003	Int. 30	BestSweet Inc.
BESTHEALTH	2754090	08/19/2003	Int. 5	BestSweet Inc.
MENTHOLIZER	3159287	10/17/2006	Int. 5	BestSweet Inc.
WORKS LIKE A TABLET, TASTES LIKE A TREAT	3160441	10/17/2006	Int. 5	BestSweet Inc.
FRUIT ICE	3184771	12/12/2006	Int. 5	BestSweet Inc.
XLR	3278308	08/14/2007	Int. 30	BestSweet Inc.
BEE M.D.	3640659	6/16/2009	Int. 5	BestSweet Inc.
VERGE	3606446	04/14/2009	Int. 30	BestSweet Inc.

TRADEMARK APPLICATIONS

Trademark	Application/ Registration Number	Date of Application/ Registration	Class	Owner
Perfect Dose	85135262	09/22/2010	Int. 5	BestSweet Inc.

TRADEMARK LICENSES

None.

Schedule B

REGISTERED PATENTS

None.

PATENT APPLICATIONS

<u>Patent Application</u>	<u>Application Number</u>	<u>Application Date</u>
A hard coated confectionary having a consumable soft chewing core with an active and method for making same.	11/772,631	07/02/2007

PATENT LICENSES

None.