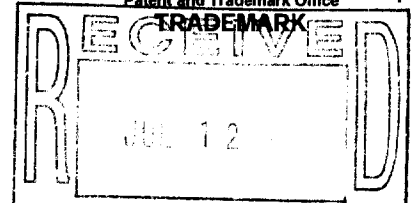


07-15-1999



101091925

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MRO
7-12-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Termination of Trademark Security Agreement

Effective Date
Month Day Year
06-29-99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/14/1999 DNGUYEN 00000072 75366645

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001927 FRAME: 0472

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Joshua J. Widoff
Name of Person Signing


Signature

06-29-99
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This Termination of Trademark Security Agreement (this "Termination Agreement"), dated as of June 29, 1999 (the "Effective Date"), is made by and among JUICE KITCHEN, INC., a Delaware corporation with its principal place of business at 1050 17th Street, Suite B195, Denver, Colorado 80202 (the "Debtor"), and CRITICAL CAPITAL GROWTH FUND, L.P., a Delaware limited partnership ("CCGF") with an office at 90 Park Avenue, 39th Floor, New York, New York 10016 and CAPEX, L.P., a Delaware limited partnership with an office at 1670 Broadway, Suite 3350, Denver, Colorado 80202 ("Capex") (collectively, the "Secured Party").

Recitals

WHEREAS, the Debtor and Secured Party entered into a Trademark Security Agreement dated April 9, 1999 (the "Security Agreement") in connection with a loan given by Secured Party under the terms set forth in that certain Loan Agreement dated April 16, 1999.

WHEREAS, the Secured Party and the Debtor desire to terminate the Security Agreement pursuant to this Termination Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:


Agreement

1. Termination of Agreement. As of the Effective Date, the Security Agreement is terminated and shall be of no further force or effect, with neither party having any further obligations under the Security Agreement.
2. Governing Law. This Termination Agreement shall be construed in all respects in accordance with, and governed by the laws of the State of Colorado, without regard to conflicts of law rules of that state.
3. Counterparts/Facsimile. This Termination Agreement may be executed in counterparts which together shall constitute one instrument. This Termination Agreement may be executed by facsimile signatures which shall be binding as originals on the parties hereto.


[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement as of the Effective Date.


CRITICAL CAPITAL GROWTH FUND, L.P., a Delaware limited partnership

By: 
Name: Allan Quinn
Title: President CCC LP

CAPEX, L.P., a Delaware limited partnership

By: 
Name: ~~CEO~~ Managing Principal
Title: Evan Zuckerman

JUICE KITCHEN, INC., a Delaware corporation

By: 
Name: William S. Glenwick
Title: President

STATE OF Colorado)
) SS.
COUNTY OF Denver)

Subscribed and sworn to before me this 21st day of June,
1999 by Evan Zucker as Managing Principal of Capex, L.P., a Delaware
limited partnership.

My commission expires:
9/25/99



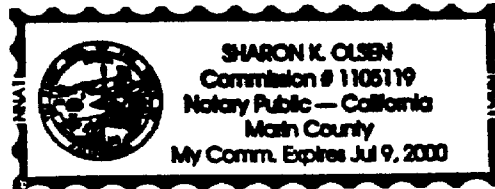
Christopher K Gaddis
NOTARY PUBLIC

STATE OF CALIFORNIA)
) SS.
COUNTY OF MARIN)

Subscribed and sworn to before me this 23 day of JUNE 1999,
1999 by ALLEN GOLD as PRESIDENT OF of Critical Capital Growth
Fund, L.P., a Delaware limited partnership. CORPORATE GENERAL PARTNER

My commission expires:
JULY 9, 2000

Sharon K Olsen
NOTARY PUBLIC



STATE OF Colorado)
) SS.
COUNTY OF Denver)

Subscribed and sworn to before me this 22nd day of June,
1999 by William S. Glennie as President of Juice Kitchen, Inc., a
Delaware corporation.

My commission expires:
9/25/99



Christopher K. Gaddis
NOTARY PUBLIC