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

04-14-2000

101320830

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

OIPE
MAR 0 3 2000
PATENT & TRADEMARK OFFICE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-3-00

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

Submission Type

[X] New

[ ] Resubmission (Non-Recordation)
Document ID #

[ ] Correction of PTO Error
Reel # Frame #

[ ] Corrective Document
Reel # Frame #

Conveyance Type

[ ] Assignment [ ] License

[X] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger

Effective Date
Month Day Year

[ ] Change of Name

[ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date
Month Day Year: 12 02 1999

Name: Zuka Juice, Inc.

Formerly: Zuka Juice, Inc. (a Utah corporation)

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: a California corporation

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Imperial Bank, as Agent

DBA/AKA/TA

Composed of

Address (line 1): 226 Airport Parkway

Address (line 2): Suite 100

Address (line 3): San Jose (City) CA (State/Country) 95110 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: a California state-chartered bank

[ ] 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.)*

[ ] Citizenship/State of Incorporation/Organization

04/14/2000 DNGUYEN 00000055 75693708

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 600.00 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

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 (415) 693-2000

Name: Aaron J. Borden

Address (line 1): Cooley Godward LLP

Address (line 2): One Maritime Plaza, 20th Floor

Address (line 3): San Francisco, CA 94111-3580

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 35

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

[X] 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)		
75693708	75189894		2233689	2072011	2072009
75376681			2187725	2144233	2153461
75524678			2202757	2072010	2072008

Number of Properties

Enter the total number of properties involved. # 25

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 640.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 03-3115

Authorization to charge additional fees: Yes [X] 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.

Aaron J. Borden		March 1, 2000
Name of Person Signing	Signature	Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ 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.)*

☐ Citizenship/State of Incorporation/Organization

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)		
			2102423	2130159	
			2207974	2074091	
			2046849	2145968	
			2174345	2072007	
			2145969	2131274	
			2145970		
			2070089		

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of December 2, 1999 (***"Agreement"***), is made by and among each of the signatories hereto (together with any other entity that may become a party hereto as provided for herein or in the Credit Agreement (as defined below)) (each a *"**Grantor**"* and collectively, *"**Grantors**"*) in favor of **IMPERIAL BANK**, not in its capacity as a Lender but solely as agent, for the benefit of the Lenders, under and as defined in the Credit Agreement (*"**Agent**"*).

RECITALS

A. Pursuant to that certain Senior Secured Credit Agreement dated as of December 2, 1999, (as the same may from time to time be amended, modified, supplemented or restated, the *"**Credit Agreement**"*), by and among **JAMBA JUICE COMPANY**, a California corporation ("***Jamba Juice***"), the entities set forth on **Schedule 1.0** to the Credit Agreement and such other entities as may from time to time be identified as a "Borrower" thereunder, as co-borrowers on a joint and several basis (***"Borrowers"***), Lenders, Syndication Agent, and Agent, for the benefit of Lenders, Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrowers, individually and collectively, in the amounts and manner set forth in the Credit Agreement (collectively, the *"**Loans**"*).

B. Each Grantor is a member of an affiliated group of companies that includes Borrowers and each other Grantor and the proceeds of the Loans will be used, in part, to enable Borrowers and Grantors to make transfers amongst themselves and their Subsidiaries and the Subsidiaries of other Pledgors in connection with the operation of their respective businesses.

C. Each Grantor will derive direct and substantial benefit from the Loans.

D. Lenders are willing to make the Loans available to Grantors, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for the benefit of Lenders, this Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and in order to induce Agent and Lenders to enter into the Credit Agreement and to induce Lenders to make the Loans available thereunder and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, each Grantor hereby represents, warrants, covenants and agrees as follows:

1. Defined Terms. Unless otherwise defined herein, (a) the terms defined in the Credit Agreement are used herein as therein defined and (b) the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

TRADEMARK
REEL: 002050 FRAME: 0467

"***Account Debtor***" means any "account debtor," as such term is defined in Section 9105(1)(a) of the UCC.

"***Accounts***" means any "account," as such term is defined in Section 9106 of the UCC, now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, all accounts receivable, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper, Documents or Instruments) now owned or hereafter received or acquired by or belonging or owing to any Grantor (including, without limitation, under any trade name, style or division thereof) whether arising out of goods sold or services rendered by such Grantor or from any other transaction, whether or not the same involves the sale of goods or services by such Grantor (including, without limitation, any such obligation which may be characterized as an account or contract right under the UCC) and all of each Grantor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, and all of each Grantor's rights to any goods represented by any of the foregoing (including, without limitation, unpaid seller's rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), and all monies due or to become due to any Grantor under all purchase orders and contracts for the sale of goods or the performance of services or both by any Grantor (whether or not yet earned by performance on the part of such Grantor or in connection with any other transaction), now in existence or hereafter occurring, including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"***Chattel Paper***" means any "chattel paper," as such term is defined in Section 9105(1)(b) of the UCC, now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest.

"***Collateral***" shall have the meaning assigned to such term in **Section 2** of this Security Agreement.

"***Contracts***" means all contracts, undertakings, franchise agreements or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which any Grantor may now or hereafter have any right, title or interest, including, without limitation, (i) the Management Services Agreements, and (ii) with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"***Copyrights***" means all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (ii) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country; (iii) any continuations, renewals or extensions thereof; and (iv) any registrations to be issued in any pending applications.

"***Copyright License***" means all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest: any written agreement granting any right to use any Copyright or Copyright registration.

TRADEMARK
REEL: 002050 FRAME: 0468

*"**Deposit Account**"* means any "deposit account" as such term is defined in Section 9105(e) of the UCC, and includes, without limitation, any demand, time, savings passbook or like account now or hereafter maintained with a bank, savings and loan association, credit union or like organization (including any Lender), now or hereafter maintained by or for the benefit of any Grantor, or in which any Grantor now holds or hereafter acquires any interest, and all funds and amounts therein, whether or not restricted or designated for a particular purpose.

*"**Designated Grantor**"* means the Grantor designated pursuant to **Section 5.11** of this Agreement to receive payments and notice on behalf of Grantors.

*"**Documents**"* means any "documents," as such term is defined in Section 9105(1)(f) of the UCC, now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest.

*"**Equipment**"* means any "equipment," as such term is defined in Section 9109(2) of the UCC, now or hereafter owned or acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, all machinery, equipment, furnishings, vehicles, computers and other electronic data-processing and any other office equipment of any nature whatsoever, any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

*"**Exhibit**"* means, collectively, the collateral information certificates delivered to Agent by Grantors attached hereto and incorporated herein by this reference.

*"**Fixtures**"* means "fixtures," as such term is defined in Section 9313(1)(a) of the UCC, now or hereafter owned or acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, regardless of where located, all of the fixtures, systems, machinery, apparatus, equipment and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached or affixed to or constituting a part of, or located in or upon, real property wherever located, including, without limitation, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air-conditioning and air cooling, refrigerating, food preparation, incinerating and power, loading and unloading, signs, escalators, elevators, boilers, communication, switchboards, sprinkler and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, pipes, pumps, tanks, conduits and ducts constituting a part of any of the foregoing, together with all right, title and interest of such Grantor in and to all extensions, improvements, betterments, renewals, substitutes, and replacements of, and all additions and appurtenances to any of the foregoing property, and all conversions of the security constituted thereby, immediately upon any acquisition or release thereof or any such conversion, as the case may be.

*"**General Intangibles**"* means any "general intangibles," as such term is defined in Section 9106 of the UCC, now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, all right, title and interest which any Grantor may now or hereafter have in or under any Contract, all customer lists, Copyrights, Trademarks, Patents, rights to intellectual property,

TRADEMARK
REEL: 002050 FRAME: 0469

interests in partnerships, joint ventures and other business associations, Licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, materials and records, goodwill (including, without limitation, the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License), claims in or under insurance policies, including unearned premiums, uncertificated securities, cash and other forms of money or currency, rights to sue for past, present and future infringement of Copyrights, Trademarks and Patents, rights to receive tax refunds and other payments and rights of indemnification.

"***Instruments***" means any "instrument," as such term is defined in Section 9105(1)(i) of the UCC now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest, including, without limitation, all notes, certificated securities, and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

"***Intellectual Property***" means all intellectual property of any kind or nature, now or hereafter owned or acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest, including without limitation, all Copyrights, Trademarks, Patents, and any of Grantor's now existing or hereafter acquired rights in, trade secrets, customer lists, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, materials and records.

"***Inventory***" means any "inventory," as such term is defined in Section 9109(4) of the UCC, wherever located, now or hereafter owned or acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, all inventory, merchandise, goods and other personal property which are held by or on behalf of Grantor for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in Grantor's business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods whether or not such inventory is listed on any schedules, assignments or reports furnished to Agent from time to time and whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of any Grantor or is held by any Grantor or by others for any Grantor's account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all inventory which may be located on premises of any Grantor or of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other persons.

"***Investment Property***" means any "investment property," as such term is defined in Section 9115(1)(f) of the UCC, now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, commodity accounts and financial assets as such terms are defined in the UCC.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest and any renewals or extensions thereof.

"Patent License" means all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest: any written agreement granting any right with respect to any invention on which a Patent is in existence.

"Patents" means all of the following in which any Grantor now holds or hereafter acquires any interest: (a) letters patent of, or rights corresponding thereto in, the United States or any other county, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to issue in any such applications.

"Proceeds" means "proceeds," as such term is defined in Section 9306(1) of the UCC and, in any event, shall include, without limitation, (a) any and all Accounts, Chattel Paper, Instruments, cash or other forms or money or currency or other proceeds payable to any Grantor from time to time in respect of the Collateral, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Grantor from time to time with respect to any of the Collateral, (c) any and all payments (in any form whatsoever) made or due and payable to any Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral defined above by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (d) any claim of any Grantor against third parties (i) for past, present or future infringement of any Copyright, Patent or Patent License or (ii) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License and (e) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Obligations" means all loans, advances, debts, liabilities and obligations, for monetary amounts owed by any Grantor to Agent or any Lender whether due or to become due, matured or unmatured, liquidated or unliquidated, contingent or non-contingent, and all covenants and duties regarding such amounts, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, arising under the Credit Agreement, this Agreement or any of the other Loan Documents (excluding, however, the Environmental Indemnity). This term includes, without limitation, all principal, interest (including interest that accrues after the commencement of a case against any Grantor or any Affiliate of any Grantor under the Bankruptcy Code), fees, including, without limitation, any and all closing fees, prepayment fees, commitment fees, advisory fees, agent fees and attorneys' fees and any and all other fees, expenses, costs or other sums chargeable to any Grantor under any of the Loan Documents.

"Securities Account" means a "securities account," as such term is defined in Section 8501(a) of the UCC.

*"**Security Agreement**"* means this Security Agreement and all schedules and exhibits hereto, as the same may from time to time be amended, modified or supplemented.

*"**Trademark License**"* means any written agreement granting any right to use any Trademark or Trademark registration.

*"**Trademarks**"* means all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now holds or hereafter acquires any interest: (a) any and all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) any reissues, extensions or renewals thereof.

*"**UCC**"* means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Agent's security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Agent and Lenders to enter into the Credit Agreement and to make the Loans available in accordance with the terms and subject to the conditions thereof, each Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Lenders, and hereby grants to Agent, for the benefit of Lenders, a security interest in and to all of such Grantor's right, title and interest in, to and under the following, wherever located and whether now owned or hereafter acquired (all of which being hereinafter collectively called the "***Collateral***"):

(a) All Accounts;

(b) All Chattel Paper;

(c) All Contracts;

(d) All Deposit Accounts;

(e) All Documents;

(f) All Equipment;

(g) All Fixtures;

(h) All General Intangibles;

(i) All Instruments;

(j) All Inventory;

(k) All Investment Property;

(l) All Licenses;

(m) All property of such Grantor held by Agent or any Lender, or any other party for whom Agent or any Lender is acting as agent hereunder, including, without limitation, all property of every description now or hereafter in the possession or custody of or in transit to Agent or any Lender or such other party for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power;

(n) All other goods and personal property of such Grantor whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, any Grantor and wherever located; and

(o) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

3. Rights of Agent and Lenders; Collection of Accounts.

(a) Notwithstanding anything contained in this Security Agreement to the contrary, each Grantor expressly agrees that it shall remain liable under each of its Contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its material duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License. Neither Agent nor any Lender shall have any obligation or liability under any Contract or License by reason of or arising out of this Security Agreement or the granting to Agent of a security interest therein or the receipt by Agent or any Lender of any payment relating to any Contract or License pursuant hereto, nor shall Agent or any Lender be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Agent, on behalf of Lenders, authorizes each Grantor to collect its Accounts, provided that such collection is performed in a prudent and businesslike manner, and Agent may, upon the occurrence and during the continuation of any Event of Default or Potential Event of Default, limit or terminate said authority at any time. If required by Agent at any time during the continuation of any Event of Default, any Proceeds, when first collected by any Grantor, received in payment of any such Account or in payment for any of its Inventory or on

TRADEMARK
REEL: 002050 FRAME: 0473

account of any of its Contracts shall be promptly deposited by such Grantor in precisely the form received (with all necessary endorsements) in a special bank account maintained by Agent, for the benefit of Lenders, subject to withdrawal by Agent only, as hereinafter provided, and until so turned over shall be deemed to be held in trust by such Grantor for and as Lenders' property and shall not be commingled with such Grantor's other funds or properties. Such Proceeds, when deposited, shall continue to be collateral security for all of the Secured Obligations and shall not constitute payment thereof until applied as hereinafter provided. Agent may, in its sole discretion, apply all or a part of the funds on deposit in said special account to the principal of or interest on or both in respect of any of the Secured Obligations in accordance with the provisions of **Section 7(e)** hereof, and any part of such funds which Agent elects not so to apply and deems not required as collateral security for the Secured Obligations shall be paid over from time to time by Agent to the Designated Grantor. If an Event of Default has occurred and is continuing, at the request of Agent, each Grantor shall deliver to Agent all original and other documents evidencing, and relating to, the sale and delivery of such Inventory and each Grantor shall deliver all original and other documents evidencing and relating to, the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(c) Agent may at any time, upon the occurrence and during the continuation of any Event of Default or Potential Event of Default, after first notifying Grantors of its intention to do so, notify Account Debtors of any or all Grantors, parties to the Contracts of any Grantor, obligors in respect of Instruments of any Grantor and obligors in respect of Chattel Paper of any Grantor that the Accounts and the right, title and interest of such Grantor in and under such Contracts, Instruments, and Chattel Paper have been assigned to Agent, for the benefit of Lenders, and that payments shall be made directly to Agent. Upon the request of Agent, each Grantor shall so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper. Upon the occurrence and during the continuation of an Event of Default or Potential Event of Default, Agent may, in its name, or in the name of others communicate with such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper to verify with such parties, to Agent's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper.

4. Representations and Warranties. Each Grantor hereby represents and warrants to Agent and each Lender that:

(a) Except for the security interest granted to Agent under this Security Agreement and other Permitted Liens, such Grantor is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder, having good, marketable and insurable title thereto free and clear of any and all Liens other than Permitted Liens.

(b) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by such Grantor in favor of Agent pursuant to this Security Agreement or such as relate to other Permitted Liens.

TRADEMARK
REEL: 002050 FRAME: 0474

(c) This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which such Grantor now has rights, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken. Accordingly, Agent, for the benefit of Lenders, has a fully perfected first priority security interest in all of the Collateral in which such Grantor now has rights, subject only to the Permitted Liens. This Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which such Grantor later acquires rights, when such Grantor acquires those rights, subject only to the Permitted Liens.

(d) Such Grantor's chief executive office, principal place of business, and the place where such Grantor maintains its records concerning the Collateral are presently located at the addresses set forth on the **Exhibit** attached hereto and incorporated herein by this reference. The Collateral is presently located at the addresses set forth on the **Exhibit** attached hereto and incorporated herein by this reference. Such Grantor shall not, during the continuance of this Security Agreement, change such chief executive office or principal place of business or remove or cause to be removed, except in the ordinary course of such Grantor's business, the Collateral or the records concerning the Collateral from those premises without prior written notice to Agent.

(e) All Collateral of such Grantor with respect to which a security interest may be perfected by the secured party's taking possession thereof, including, without limitation, all Chattel Paper and Instruments, are set forth on ***Schedule I*** attached hereto and incorporated herein by this reference. All action necessary or desirable to protect and perfect such security interest in each item set forth on ***Schedule I***, including, without limitation, the delivery of all originals thereof to Agent, has been duly taken, except with respect to those Chattel Paper, Instruments or other documents evidencing obligations of non-material amounts payable to such Grantor. The security interest of Agent in the Collateral listed on ***Schedule I*** is prior in right and interest to all other Liens and is enforceable as such against creditors of and purchasers from such Grantor.

(f) The amount represented by such Grantor to Agent from time to time as owing by each Account Debtor or by all Account Debtors in respect of the Accounts of such Grantor shall at such time be the correct amount actually and unconditionally owing by such Account Debtors thereunder.

(g) All Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses owned, held or in which such Grantor otherwise has any rights are listed on the **Exhibit** attached hereto and incorporated herein by this reference. Such Grantor shall amend the **Exhibit** attached hereto from time to time within twenty (20) Business Days after the filing of any application for a Patent, Trademark or Copyright or the issuance of any Patent or registration of any Trademark or Copyright to reflect any additions to or deletions from this list.

(h) The names and addresses of all financial institutions and securities intermediaries at which each Grantor maintains its Deposit Accounts and Securities Accounts, as applicable, and the account numbers and account names of such Deposit Accounts and Securities Accounts, as applicable, are listed on the **Exhibit** attached hereto and are incorporated herein by this reference. Grantors shall amend the **Exhibit** attached hereto from time to time within twenty

(20) Business Days after opening any additional Deposit Account or Securities Account or closing or changing any account number or account name on any existing Deposit Account or Securities Account.

(i) None of the Patents, Trademarks or Copyrights has been licensed to any third party, except as set forth on the **Exhibit** attached hereto.

(j) To the best of each Grantor's knowledge, each issued Patent, Trademark and Copyright is valid, subsisting, unexpired and enforceable, and each Grantor has (i) as soon as practicable after the issuance of each Patent been using appropriate statutory patent marking practices in connection with its use of issued Patents; (ii) as soon as practicable after the issuance of each Trademark registration been using appropriate statutory notice of such registration in connection with its use of registered Trademarks; and (iii) placed an appropriate statutory copyright notice on all publicly distributed copies of copyrighted materials which are material to such Grantor's business.

(k) None of the Investment Property has been transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such transfer may be subject.

(l) All information provided by each Grantor in its Collateral Information Certificate as provided to Agent is correct, complete and accurate.

5. Covenants. Each Grantor covenants and agrees with Agent and each Lender that from and after the date of this Security Agreement and until the Secured Obligations have been completely and indefeasibly paid and performed in full:

5.1 Further Assurances; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, and at the sole expense of Grantors, each Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, (a) using each Grantor's best efforts to secure all consents and approvals necessary or appropriate for the assignment to Agent of any Contract or License held by such Grantor or in which such Grantor has any rights not heretofore assigned, (b) filing any financing or continuation statements under the UCC or assignments with respect to intellectual property or federal law with respect to the security interests granted hereby, (c) filing or cooperating with Agent in filing any forms or other documents required to be filed with the United States Patent and Trademark Office, United States Copyright Office, or any filings in any foreign jurisdiction or under any international treaty, required to secure or protect Agent's interest in the Collateral, (d) transferring Collateral to Agent's possession (if a security interest in such Collateral can be perfected by possession), (e) placing the interest of Agent as lienholder on the certificate of title (or other evidence of ownership) of any vehicle owned by such Grantor or in or with respect to which such Grantor holds a beneficial interest, (f) entering into Control Agreements with depository institutions and securities intermediaries with which such Grantor opens new Deposit Accounts or Securities Accounts, as applicable, and (g) using its best efforts to obtain waivers of liens from landlords and mortgagees as required pursuant to the Credit Agreement. Each Grantor also hereby authorizes Agent to file any such financing or continuation statement

TRADEMARK
REEL: 002050 FRAME: 0476

without the signature of such Grantor. If any amount payable under or in connection with any of the Collateral is or shall become evidenced by any Instrument, such Instrument, other than checks and notes received in the ordinary course of business, shall be duly endorsed in a manner satisfactory to Agent and delivered to Agent immediately upon such Grantor's receipt thereof.

5.2 Maintenance of Records. Each Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral of the type currently maintained, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. Each Grantor shall mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby. All Chattel Paper shall be marked with the following legend: "THIS WRITING AND THE OBLIGATIONS EVIDENCED OR SECURED HEREBY ARE SUBJECT TO THE SECURITY INTEREST OF IMPERIAL BANK AS AGENT FOR THE LENDERS UNDER THAT CERTAIN SENIOR SECURED CREDIT AGREEMENT DATED AS OF DECEMBER 2, 1999 AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS."

5.3 Indemnification. In any suit, proceeding or action brought by Agent or any Lender relating to any Account, Chattel Paper, Contract, General Intangible, Instrument or Document for any sum owing thereunder, or to enforce any provision of any Account, Chattel Paper, Contract, General Intangible, Instrument or Document, Grantors shall, jointly and severally, save, indemnify and keep Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the obligor thereunder arising out of a breach by any Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from any such Grantor, and all such obligations of Grantors shall be and remain enforceable against and only against Grantors and shall not be enforceable against Agent or any Lender.

5.4 Compliance with Terms of Accounts, etc. In all material respects, each Grantor shall perform and comply with all obligations in respect of Accounts, Chattel Paper, Contracts, Documents, Instruments and Licenses and all other agreements to which it is a party or by which it is bound.

5.5 Limitation on Liens on Collateral. Grantors shall not create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral, except (a) Permitted Liens and (b) the Lien granted to Agent under this Security Agreement. Grantors shall further defend the right, title and interest of Agent in and to any of each Grantor's rights under the Chattel Paper, Contracts, Documents, General Intangibles and Instruments and to the Equipment, Fixtures and Inventory and in and to the Proceeds thereof against the claims and demands of all Persons whomsoever.

5.6 Limitations on Modifications of Accounts, Etc. Upon the occurrence and during the continuation of any Event of Default, each Grantor shall not, without Agent's prior written consent, grant any extension of the time of payment of any of the Accounts, Chattel Paper and Instruments or amounts due under any Contract or Document, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than trade discounts granted in the ordinary course of business of such Grantor.

5.7 Maintenance of Insurance. Each Grantor shall maintain, with financially sound and reputable companies, insurance policies insuring (a) its Equipment, Fixtures and Inventory against loss by fire, explosion, theft and such other casualties as are usually insured against by companies engaged in the same or similar businesses and (b) such Grantor, Agent and Lenders against liability for personal injury and property damage relating to such Equipment, Fixtures and Inventory. Such policies are to be in such amounts and against at least such risk as are usually insured against in the same general area by companies of the same or a similar size engaged in the same or a similar business as such Grantor. Each Grantor, at its expense, shall obtain a loss payable endorsement (form BFU-438 or equivalent) to each such policy in favor of Agent on behalf of Lenders and satisfactory to Agent. Each Grantor shall, if so requested by Agent, deliver to Agent, as often as Agent may reasonably request, a report of a reputable insurance broker satisfactory to Agent with respect to the insurance on its Equipment, Fixtures and Inventory. All insurance with respect to the Equipment, Fixtures and Inventory shall (i) contain a clause which provides that Agent's and Lenders' interests under the policy shall not be invalidated by any act or omission to act of, or any breach of warranty by, the insured, or by any change in the title, ownership or possession of the insured property, or by the use of the property for purposes more hazardous than is permitted in the policy and (ii) provide that no cancellation, reduction in amount or change in coverage thereof shall be effective until at least ten (10) days after receipt by Agent of written notice thereof.

5.8 Taxes, Assessments, Etc. Each Grantor shall pay promptly when due all property and other taxes, assessments and government charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment, Fixtures or Inventory, except to the extent the validity thereof is being contested in good faith and adequate reserves are being maintained in connection therewith.

5.9 Limitations on Disposition. Each Grantor shall keep the Collateral separate and identifiable from other property located on the same premises as the Collateral and each Grantor shall not sell, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so except as permitted by the Credit Agreement.

5.10 Further Identification of Collateral. Each Grantor shall, if so requested by Agent, furnish to Agent, as often as Agent shall reasonably request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Agent may reasonably request, all in reasonable detail.

5.11 Notices; Designated Grantor.

(a) Each Grantor shall advise Agent promptly, in reasonable detail, of (a) any material Lien, other than Permitted Liens, attaching to or asserted against any of the Collateral, (b) any material change in the composition of the Collateral and (c) the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the Lien created hereunder.

(b) Each Grantor agrees that the Grantor designated to receive notices and payments on behalf of Grantors is Jamba Juice (**"*Designated Grantor*"**), whose address for purposes of this **Section 5.11** is as set forth in the Credit Agreement.

TRADEMARK
REEL: 002050 FRAME: 0478

5.12 Right of Inspection and Audit. Upon reasonable notice to any Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), Agent shall at all times have full and free access during normal business hours to all the books and records and correspondence of such Grantor relating to the Collateral, and Agent or any agents or representatives of Agent may examine the same, take extracts therefrom and make photocopies thereof, and each Grantor agrees to render to Agent, at Grantors' cost and expense, such reasonable clerical and other assistance as may be reasonably requested with regard thereto. Upon reasonable notice to any Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), Agent and its agents and representatives shall also have the right (during normal business hours) to enter into and upon any premises where any of the Equipment, Fixtures or Inventory is located for the purpose of conducting audits and making physical verifications of such Equipment, Fixtures and Inventory and test verifications of the Accounts in any manner and through any medium that it considers advisable, and each Grantor agrees to furnish all such assistance and information as Agent may reasonably require in connection therewith. Each Grantor, at Grantors' expense, shall cause certified independent public accountants, reasonably satisfactory to Agent, to prepare and deliver to Agent the results of any physical verification of all or any portion of any Grantor's Equipment, Fixtures or Inventory and any test verification of any Grantor's Accounts made or observed by such accountants when and if such verification is conducted.

5.13 Maintenance of Facilities. Each Grantor shall maintain and protect its properties, assets and facilities, including without limitation, its Equipment and Fixtures in good order and working repair and condition (taking into consideration ordinary wear and tear) and from time to time make or cause to be made all needful and proper repairs, renewals and replacements thereto and shall competently manage and care for its property in accordance with prudent industry practices.

5.14 Continuous Perfection. Each Grantor shall not change its name, identity or corporate structure in any manner which might make any financing or continuation statement filed in connection herewith seriously misleading within the meaning of Section 9402(7) of the UCC (or any other then applicable provision of the UCC) unless such Grantor shall have given Agent at least thirty (30) days' prior written notice thereof and shall have taken all action (or made arrangements to take such action substantially simultaneously with such change if it is impossible to take such action in advance) necessary or reasonably requested by Agent to amend such financing statement or continuation statement so that it is not seriously misleading.

5.15 Covenants Regarding Intellectual Property.

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Copyright, Patent or Trademark which is material to the conduct of such Grantor's or any other Grantor's business may become abandoned, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any court) regarding such Grantor's ownership of any Copyright, Patent or Trademark which is material to the conduct of such Grantor's business, its right to register the same, or to keep and maintain the same.

TRADEMARK
REEL: 002050 FRAME: 0479

(b) Each Grantor shall take all commercially reasonable steps necessary to protect against any misuse, infringement, misappropriation, unauthorized use or abandonment of its Copyrights, Patents, Trademarks, or other Intellectual Property. Grantors' efforts pursuant to this section shall include, but not be limited to: (i) establishing prudent security measures and procedures governing access to, and use of, property protected by Copyrights, Trademarks or Patents or of Intellectual Property owned by such Grantor or developed by any Person on behalf of such Grantor; (ii) establishing and maintaining in force any agreements with employees and consultants or any written terms of employment, as are customarily used in such Grantor's industry for the protection of Intellectual Property; and (iii) vigorous enforcement of such Grantor's rights in any Intellectual Property.

(c) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office, any Copyright with the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof unless it promptly informs Agent and, upon request of Agent, executes and delivers any and all agreements, instruments, documents, and papers as Agent may request to evidence Agent's security interest in such Copyright, Patent or Trademark, including, with respect to Trademarks, the goodwill represented thereby.

(d) Each Grantor shall (i) promptly make application to register any copyrightable or patentable property or trade name or trademark of such Grantor which is material to its business, including the most recent version of such Grantor's existing Copyrights, if not so already registered; and (ii) take all necessary action to maintain and pursue each application (and to obtain the relevant registration) and to maintain the registration of each of the Copyrights, Patents and Trademarks which is material to the conduct of such Grantor's business, including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(e) In the event that any Copyright, Patent or Trademark is infringed, misappropriated or diluted by a third party, the affected Grantor, or any other Grantor becoming aware of the same, shall notify Agent promptly after such Grantor learns thereof and shall promptly take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Copyright, Patent or Trademark.

6. Agent's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints Agent, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time at Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following:

(i) to ask, demand, collect, receive and give acquittances and receipts for any and all monies due or to become due under any Collateral and, in the name of such Grantor, in its own name or otherwise to take possession of, endorse and collect any checks, drafts, note, acceptances or other Instruments for the payment of monies due under any Collateral and to file any claim or to take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such monies due under any Collateral whenever payable;

(ii) to pay or discharge any Liens, including, without limitation, any tax lien, levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof, which actions shall be for the benefit of Agent and Lenders and not Grantors; and

(iii) to (1) direct any person liable for any payment under or in respect of any of the Collateral to make payment of any and all monies due or to become due thereunder directly to Agent or as Agent shall direct, (2) receive payment of any and all monies, claims and other amounts due or to become due at any time arising out of or in respect of any Collateral, (3) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other Instruments and Documents constituting or relating to the Collateral, (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral, (5) defend any suit, action or proceeding brought against any Grantor with respect to any Collateral, (6) settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Agent may deem appropriate, (7) license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Patent or Trademark throughout the world for such term or terms, on such conditions and in such manner as Agent shall in its discretion determine, and (8) sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option and Grantors joint and several expense, at any time, or from time to time, all acts and things which Agent may reasonably deem necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein in order to effect the intent of this Security Agreement, all as fully and effectively as Grantors or any Grantor might do.

(b) Agent and Lenders agree that, except upon the occurrence and during the continuation of an Event of Default, Agent shall not exercise the power of attorney or any rights granted to Agent pursuant to this **Section 6**. Each Grantor hereby ratifies, to the extent permitted by law, all that said attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this **Section 6** is a power coupled with an interest and shall be irrevocable until the Secured Obligations are completely and indefeasibly paid and performed in full.

(c) The powers conferred on Agent and Lenders hereunder are solely to protect Lenders' interests in the Collateral and shall not impose any duty upon Agent or Lenders to exercise any such powers. The Agent and Lenders shall have no duty as to any Collateral,

TRADEMARK
REEL: 002050 FRAME: 0481

including any responsibility for (a) taking any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral or (b) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Investment Property, whether or not the Agent has or is deemed to have knowledge of such matters. Without limiting the generality of the preceding sentence, the Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if it takes such action for that purpose as any Grantor reasonably requests in writing at times other than upon the occurrence and during the continuance of any Event of Default. Failure of the Agent to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care. Agent and Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers and neither Agent nor any Lender nor any of their officers, directors, employees, agents or representatives shall be responsible to any Grantor for any act or failure to act, except for Agent's or such Lenders own gross negligence or willful misconduct.

(d) Each Grantor also authorizes Agent, at any time and from time to time upon the occurrence and during the continuation of any Event of Default, to (i) communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of such Grantor in and under the Contracts hereunder and other matters relating thereto and (ii) execute, in connection with the sale of Collateral provided for in **Section 7** hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(e) If any Grantor fails to perform or comply with any of its agreements contained herein and Agent or Lenders, as provided for by the terms of this Security Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses, including attorneys' fees of Agent or any Lenders incurred in connection with such performance or compliance, together with interest thereon at the rate then in effect in respect of the Loans, shall be payable by Grantors, jointly and severally, to Agent on demand and shall constitute Secured Obligations secured hereby.

7. Rights and Remedies Upon Default.

(a) If any Event of Default shall occur and be continuing, Agent and Lenders may exercise in addition to all other rights and remedies granted under this Security Agreement, the Credit Agreement, the other Loan Documents and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, each Grantor expressly agrees that in any such event Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon such Grantor or any other person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may (i) reclaim, take possession, recover, store, maintain, finish, repair, prepare for sale or lease, ship, advertise for sale or lease and sell or lease (in the manner provided for herein) the Collateral, and in connection with liquidation of the Collateral and collection of the accounts receivable pledged as Collateral, use any Trademark, trade name, trade style, Copyright, or process used or owned by any Grantor; and (ii) forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may

TRADEMARK
REEL: 002050 FRAME: 0482

forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. To the extent such Grantor has the right, each Grantor authorizes Agent, on the terms set forth in this **Section 7,** to enter the premises where the Collateral is located, to take possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any encumbrance, charge, or lien which, in the opinion of Agent, appears to be prior or superior to its security interest. Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption such Grantor hereby releases. Each Grantor further agrees, at Agent's request, to assemble the Collateral and make it available to Agent at places which Agent shall reasonably select, whether at such Grantor's premises or elsewhere. Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in **Section 7(e)** hereof, each Grantor remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by Agent of any other amount required by any provision of law, including Section 9504(1)(c) of the UCC, need Agent account for the surplus, if any, to Grantors. Such surplus shall be paid over to Designated Grantor for the benefit of Grantors or to whomsoever may be lawfully entitled to receive the same. Agent and Lenders shall, in no event, be required to pay, in the aggregate taking into account all other payments made to any Grantors under this **Section 7(a)**, more than the total value of such surplus, as reasonably determined by Agent, and Agent and Lenders shall not be responsible for the apportionment or payment of any surplus to any Grantor except to the Designated Grantor pursuant to this **Section 7(a)**. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against Agent or Lenders arising out of the repossession, retention or sale of the Collateral except such as arise out of the gross negligence or willful misconduct of Agent or any such Lender. Grantor agrees that Agent need not give more than ten (10) days' notice (which notification shall be deemed given when mailed or delivered on an overnight basis, postage prepaid, addressed to Designated Grantor at its address referred to in **Section 5.11(b)** hereof of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Each Grantor, jointly and severally, shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Lenders are entitled, each Grantor also being liable for the reasonable fees of any attorneys employed by Agent or Lenders to collect such deficiency.

(b) Each Grantor, jointly and severally, also agrees to pay all reasonable fees, costs and expenses of Agent and Lenders, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of Agent's or any Lenders' rights and remedies hereunder.

(c) Upon the Agent's request, each Grantor agrees to promptly execute assignments of such Grantor's entire right, title and interest in and to each of the Patents, Trademarks, Copyrights and Licenses. Such assignments shall be in form and content which is recordable in the United States Patent and Trademark Office or Copyright Office, as applicable, and otherwise reasonable acceptable to the Agent.

TRADEMARK
REEL: 002050 FRAME: 0483

(d) Each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(e) The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by Agent in the following order of priorities:

> ***First***, to Agent in an amount sufficient to pay in full the reasonable costs of Agent and Lenders in connection with such sale, disposition or other realization, including all reasonable fees, costs, expenses, liabilities and advances incurred or made by Agent or Lenders in connection therewith, including, without limitation, reasonable attorneys' fees;
>
> ***Second***, to Agent in an amount equal to the then unpaid principal of and accrued interest on the Secured Obligations;
>
> ***Third***, to Agent in an amount equal to any other Secured Obligations which are then unpaid; and
>
> ***Finally***, upon payment in full of all of the Secured Obligations, to the Designated Grantor or its representatives or as a court of competent jurisdiction may direct.

8. Grant of License to Intellectual Property. For the purpose of enabling Agent to exercise the rights and remedies under **Section 7** hereof at such time as Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any Copyright, Patent or Trademark, and to exercise any rights held by such Grantor under any Intellectual Property License or sublicense, now owned or hereafter acquired by such Grantor, or in which any Grantor now holds or hereafter acquires any interest and wherever the same may be located, and including, without limitation, in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer and automatic machinery software and programs used for the compilation or printout thereof.

9. Limitation on Agent's and Lenders' Duty in Respect of Collateral. Agent and Lenders shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if Agent or Lenders comply with the obligations of a secured party under Section 9207 of the UCC.

10. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or

TRADEMARK
REEL: 002050 FRAME: 0484

returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. Miscellaneous.

11.1 Notices. Any notice or other communication hereunder to any party shall be addressed and delivered (and shall be deemed given) in accordance with the Credit Agreement.

11.2 Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.3 Headings. The various headings in this Security Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this agreement or any provisions hereof.

11.4 No Waiver; Cumulative Remedies.

(a) Neither Agent nor any Lender shall, by any act, delay, omission or otherwise, be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy Agent or Lenders.

(b) The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(c) None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by each Grantor and Agent on behalf of Lenders.

11.5 Joint and Several Liability. Each Grantor agrees that the liability hereunder shall be the immediate, direct, and primary obligation of such Grantor and shall not be contingent upon Agent's or any Lender's exercise or enforcement of any remedy it may have against any other Grantor or any other Person, or against the Collateral or any other security for the Secured Obligations. Without limiting the generality of the foregoing, this Security Agreement and the Secured Obligations shall remain in full force and effect without regard to and shall not be impaired or affected by, nor shall any Grantor be exonerated or discharged by, any of the following events:

(a) Insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, assignment for the benefit of creditors, death, liquidation, winding up or dissolution of any other Grantor or any guarantor of the Secured Obligations;

TRADEMARK
REEL: 002050 FRAME: 0485

(b) Any limitation, discharge, or cessation of the liability of any other Grantor or any guarantor for the Secured Obligations due to any statute, regulation or rule of law, or any invalidity or unenforceability in whole or in part of the documents evidencing the Secured Obligations or any guaranty thereof or any other security agreement or pledge agreement related thereto;

(c) Any merger, acquisition, consolidation or change in structure of any Grantor or any guarantor of the Secured Obligations or any sale, lease, transfer or other disposition of any or all of the assets or shares of any Grantor or any guarantor of the Secured Obligations;

(d) Any assignment or other transfer, in whole or in part, of Agent's or any Lender's interests in and rights under this Security Agreement, the Credit Agreement or any of the other Loan Documents, including, without limitation, Agent's or any Lender's right to receive payment of the Secured Obligations or any assignment or other transfer, in whole or in part, of Agent's or any Lender's interests in and to the Collateral or any other collateral securing the Secured Obligations;

(e) Any claim, defense, counterclaim or setoff, other than that of prior performance, that any Grantor or any guarantor of the Secured Obligations may have or assert, including, but not limited to, any defense of incapacity or lack of corporate or other authority to execute any documents relating to the Secured Obligations, the Collateral, or any other collateral securing the Secured Obligations;

(f) Agent's or any Lender's amendment, modification, renewal, extension, cancellation or surrender of any agreement, document or instrument relating to the Credit Agreement, this Security Agreement, the Secured Obligations, the Collateral or any other collateral securing the Secured Obligations, or Agent's or any Lender's exchange, release, or waiver of any Collateral or of any other collateral securing the Secured Obligations;

(g) Agent's or any Lender's exercise or nonexercise of any power, right or remedy with respect to the Secured Obligations, the Collateral or any other collateral securing the Secured Obligations, including, but not limited to, Agent's or any Lender's compromise, release, settlement or waiver with or of any Grantor or any other Person;

(h) Agent's or any Lender's vote, claim, distribution, election, acceptance, action or inaction in any bankruptcy case related to the Secured Obligations, the Collateral or any other collateral securing the Secured Obligations; and

(i) Any impairment or invalidity of the Collateral or any other collateral securing the Secured Obligations or any failure to perfect any of Agent's or any Lender's Liens thereon or therein.

11.6 Grantor Reliance. Each Grantor acknowledges that it has, independently of and without reliance on Agent or any Lender, made its own credit analysis of each other Grantor and the Collateral granted to Agent and Lenders under the Loan Documents, performed its own legal review of this Security Agreement, the Loan Documents and all related filings and is not relying on Agent or any Lender with respect to any of the aforesaid items. Each Grantor

TRADEMARK
REEL: 002050 FRAME: 0486

has established adequate means of obtaining from each other Grantor, on a continuing basis, financial and other information pertaining to such Grantors' financial condition and the value of the Collateral and status of Agent's and Lenders' Liens on and in such Property. Each Grantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect such Grantor's risks hereunder, and each Grantor further agrees that Agent and Lenders shall have no obligation to disclose to such Grantor information or material with respect to any other Grantor or the Collateral acquired in the course of Agent's or any Lender's relationship with any Grantor. Agent and Lenders make no representation, express or implied, with respect to the Collateral or their interest in, or the priority or perfection of their Liens on and in the Collateral. Each Grantor acknowledges that its obligation hereunder will not be affected by (a) Agent's or any Lender's failure properly to create a Lien on or in the Collateral, or any of it, (b) Agent's or any Lender's failure to create or maintain a priority with respect to any Lien purported to be created in the Collateral, or any of it, or (c) any act or omission of Agent or any Lender (whether negligent or otherwise) which adversely affects the value of the Collateral or Agent's or any Lender's Lien therein or thereon or the priority of such Lien.

11.7 Waivers.

(a) Each Grantor hereby expressly waives (a) diligence, presentment, demand for payment, protest, benefit of any statute of limitations affecting any other Grantor's liability under the Loan Documents or the enforcement of this Security Agreement or any guaranty; (b) discharge due to any disability of any other Grantor; (c) any defenses of any other Grantor to obligations under the Loan Documents not arising under the express terms of the Loan Documents or from a material breach thereof by Agent or any Lender which under applicable law has the effect of discharging such Grantor from the Secured Obligations as to which this Security Agreement is sought to be enforced; (d) the benefit of any act or omission by Agent or any Lender which directly or indirectly results in or aids the discharge of any other Grantor from any of the Secured Obligations by operation of law or otherwise; (e) except as provided herein and in the Credit Agreement, all notices whatsoever, including, without limitation, notice of acceptance of this Security Agreement and the incurring of the Secured Obligations; and (f) any requirement that Agent or Lenders exhaust any right, power or remedy or proceed against any other Grantor or any other security for, or any guarantor of, or any other party liable for, any of the Secured Obligations, or any portion thereof. Each Grantor specifically agrees that it shall not be necessary or required, and such Grantor shall not be entitled to require, that Agent or any Lender (i) file suit or proceed to assert or obtain a claim for personal judgment against any other Grantor for all or any part of the Secured Obligations; (ii) make any effort at collection or enforcement of all or any part of the Secured Obligations from any other Grantor; (iii) foreclose against or seek to realize upon the Collateral or any other security now or hereafter existing for all or any part of the Secured Obligations; (iv) file suit or proceed to obtain or assert a claim for personal judgment against any other Grantor or any other guarantor or other party liable for all or any part of the Secured Obligations; (v) exercise or assert any other right or remedy to which Agent or any Lender is or may be entitled in connection with the Secured Obligations or any security or guaranty relating thereto to assert; or (vi) file any claim against assets of any other Grantor before or as a condition of enforcing the liability of any Grantor under this Security Agreement. Without limiting the generality of the foregoing, each Grantor expressly waives the benefit of California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2848, 2849, 2850, 2899 and 1432.

TRADEMARK
REEL: 002050 FRAME: 0487

(b) EACH GRANTOR HEREBY IRREVOCABLY WAIVES AND RELEASES:

(i) ANY AND ALL RIGHTS IT MAY HAVE AT ANY TIME (WHETHER ARISING DIRECTLY OR INDIRECTLY, BY OPERATION OF LAW, CONTRACT OR OTHERWISE) TO REQUIRE THE MARSHALING OF ANY ASSETS OF ANY GRANTOR, WHICH RIGHT OF MARSHALING MIGHT OTHERWISE ARISE FROM ANY PAYMENTS MADE OR OBLIGATIONS PERFORMED BY SUCH GRANTOR;

(ii) ANY AND ALL RIGHTS THAT WOULD RESULT IN SUCH GRANTOR BEING DEEMED A "CREDITOR" UNDER THE UNITED STATES BANKRUPTCY CODE OF ANY OTHER GRANTOR OR ANY OTHER PERSON, ON ACCOUNT OF PAYMENTS MADE OR OBLIGATIONS PERFORMED BY SUCH GRANTOR; AND

(iii) ANY CLAIM, RIGHT OR REMEDY WHICH SUCH GRANTOR MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY OTHER GRANTOR THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY SUCH GRANTOR HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION, OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF ANY LENDER OR AGENT AGAINST ANY GRANTOR OR ANY COLLATERAL SECURITY WHICH THE LENDERS OR AGENT NOW HAVE OR MAY HEREAFTER ACQUIRE, WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE.

11.8 Time is of the Essence. Time is of the essence for the performance of each of the terms and provisions of this Security Agreement.

11.9 Termination of this Security Agreement. Subject to **Section 10** hereof, this Security Agreement shall terminate upon the payment and performance in full of the Secured Obligations and the termination of all Commitments under the Credit Agreement.

11.10 Successor and Assigns. This Security Agreement and all obligations of each Grantor hereunder shall be binding upon the successors and assigns of such Grantor, and shall, together with the rights and remedies of Agent and Lenders hereunder, inure to the benefit of Agent and Lenders, any future holder of any Note and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to Agent, for the benefit of Lenders, hereunder.

11.11 Further Indemnification. Each Grantor agrees to pay, and to save Agent and Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Security Agreement.

TRADEMARK
REEL: 002050 FRAME: 0488

11.12 Governing Law. In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

11.13 Personal Jurisdiction. EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT OR ANY OF THE AGREEMENTS, DOCUMENTS OR INSTRUMENTS DELIVERED IN CONNECTION HEREWITH MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF CALIFORNIA AS AGENT MAY ELECT, AND, BY EXECUTION AND DELIVERY HEREOF, EACH GRANTOR ACCEPTS AND CONSENTS TO, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND AGREES THAT SUCH JURISDICTION SHALL BE EXCLUSIVE, UNLESS WAIVED BY AGENT IN WRITING, WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT BY ANY GRANTOR AGAINST AGENT OR ANY LENDER. NOTHING HEREIN SHALL LIMIT THE RIGHT OF AGENT OR LENDERS TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. EACH GRANTOR HEREBY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ANY RIGHT TO STAY OR TO DISMISS ANY ACTION OR PROCEEDING BROUGHT BEFORE SAID COURTS ON THE BASIS OF *FORUM NON CONVENIENS.*

11.14 Waiver of Jury Trial. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SUCH GRANTOR AND AGENT OR ANY LENDER, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR THE TRANSACTIONS RELATED HERETO OR THERETO.

11.15 Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification thereof has been received by each Grantor and Agent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK
REEL: 002050 FRAME: 0489

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

GRANTORS:

JAMBA JUICE COMPANY
a California corporation

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

ZUKA JUICE, INC.
a California corporation

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

ZUKA JUICE MANAGEMENT, INC.
a Utah corporation

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – AMERICAN FORK STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – ST. GEORGE STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – BRICKYARD PLAZA STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – COTTONWOOD STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – FOOTHILL STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – FORT UNION STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – LAYTON STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – MIDVALLEY STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – OAKWOOD STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – OREM CENTER STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – RIVERDALE STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – SUGARHOUSE STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – WASATCH STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: _____
Name: Thomas Hough
Title: Chief Financial Officer

JC – 35TH & 36TH STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: Thomas Hough
Name: Thomas Hough
Title: Chief Financial Officer

JC – 47TH SOUTH & REDWOOD STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: Thomas Hough
Name: Thomas Hough
Title: Chief Financial Officer

JC – 106TH SOUTH STORE, L.C.
a Utah limited liability company

By: Zuka Juice Management, Inc.,
a Utah corporation
Its Manager

By: Thomas Hough
Name: Thomas Hough
Title: Chief Financial Officer

Accepted and acknowledged by:

IMPERIAL BANK, as Agent

By: _____
Name: David T. Gaudian
Title: First Vice President

SCHEDULE I

LIST OF COLLATERAL DELIVERED TO AGENT

GRANTOR	COLLATERAL DESCRIPTION
NONE	NONE

EXHIBIT

COLLATERAL INFORMATION CERTIFICATE

(See Attached)

[CONTENTS OF THIS CERTIFICATE HAVE BEEN INTENTIONALLY OMITTED FOR FILING PURPOSES, EXCEPT FOR THE ATTACHED INFORMATION RELATING TO U.S. REGISTERED TRADEMARKS AND U.S. PENDING TRADEMARK APPLICATIONS]

JAMBA JUICE COMPANY TRADEMARKS
As of February 14, 2000

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2,289,574		SOUPRIMO	10/26/99	
2,285,495		RASPBERRY RAGE	10/12/99	
2,280,907		IT'S NOT JUST A SMOOTHIE, IT'S A WAY OF LIFE!	09/28/99	
2,275,124		STRAWBERRIES WILD	09/07/99	
2,258,369		PINEAPPLE PIZAZZ	07/06/99	
2,256,869		KIWI BERRY BURNER	06/29/99	
2,243,494		CARIBBEAN PASSION	5/4/99	
2,233,689		ZUKA	03/23/99	
2,219,962		JUICE BOOST	01/26/99	
2,219,672		CRANBERRY SPLASH	1/19/99	
2,219,671		GRAPE D'VINE	6/19/99	
2,209,377		WHIRL DESIGN	12/08/98	
2,207,974		LIME SUBLIME	12/08/98	
2,202,757		ZUKA SPRINGS	11/10/98	
2,187,725		ZUKACCINO	09/08/98	
2,187,103		HAWAIIAN LUST	09/08/98	
2,183,888		JUICE CLUB	08/25/98	
2,177,914		PUMPKIN PATCH	08/04/98	
2,174,423		DRINK YOUR NEXT MEAL	07/21/98	
2,174,345		CHOCOLATE MOO'D	07/21/98	
2,153,461		CALYPSO GUAVA	04/28/98	
2,145,970		PINEAPPLE SQUEEZE	03/24/98	
2,145,969		BLACKBERRY BURST	03/24/98	
2,145,968		APPLE SQUEEZE	03/24/98	
2,144,233		STRAWBANNA	03/17/98	
2,138,335		CITRUS SQUEEZE	02/24/98	
2,131,274		ZUKA JUICE	01/20/98	

2,130,460		JAMBA JUICE & WHIRL DESIGN	01/20/98	
2,130,159		P-NUT BUTTER BASH	01/20/98	
2,130,004		JAMBA JUICE (stylized letters only in oval)	01/20/98	
2,126,830		PAPAYA PARADISE	01/06/98	
2,126,829		PEACH PLEASURE	01/06/98	
2,126,828		BOYSENBERRY BLISS	01/06/98	
2,102,423		PEENYA-KOWLADA	09/30/97	
2,099,169		CRANBERRY CRAZE	09/23/97	
2,097,875		JAMBA JUICE (caps)	09/16/97	
2,097,340		DAIRY DREAM	09/16/97	
2,089,184		BERRY PATCH	08/19/97	
2,089,182		POWERBERRY	08/19/97	
2,087,566		VIBRANT-C	08/12/97	
2,079,260		JUICE CLUB (in block letters)	07/15/97	
2,075,765		BUZZERBLEND	07/01/97	
2,075,764		CHLORABLEND	07/01/97	
2,075,763		BETABLEND	07/01/97	
2,075,762		HARMONYBLEND	07/01/97	
2,075,761		KINETABLEND	07/01/97	
2,075,760		NEUROBLEND	07/01/97	
2,074,091		TRIATHLETE	06/24/97	
2,072,011		ZUKA BOOSTERS	06/17/97	
2,072,010		JUST PEACHY	06/17/97	
2,072,009		ZUKA POWER PUNCH	06/17/97	
2,072,008		ORANGE OCTANE	06/17/97	
2,072,007		CANTALOUPE CRAVE	06/17/97	
2,070,089		OCEAN SUNRISE	06/10/97	
2,067,322		FLORABLEND	06/03/97	
2,046,851		ORANGE BERRY	3/18/97	
2,046,850		RASPBERRY REFRESHER	3/18/97	

2,046,849		CARROT QUENCHER	03/18/97	
2,014,541		JAMBA JUICE (in block letters)	11/05/96	
1,829,996		JUICE CLUB WHIP IT, BEAT IT, BLEND IT! and design of animated orange	04/05/94	
California Trademark Reg. No. 047429		WHIRL DESIGN[1]		
California Trademark Reg. No. 046589		JAMBA JUICE[2]		
2,307,007		JAMBOLAS	01/11/2000	
2,299,491		THE COLDBUSTER	12/14/99	
	75/148,339	RAZZMATAZZ		08/12/96
	75/148,360	PACIFIC PASSION		08/12/96
	75/189,894	BLUESBERRY		10/30/96
	75/376,681	WATERMELON BURST		10/21/97
	75/445,205	JAMBA		03/05/98
	75/519,962	POWER MEAL!		07/16/98
	75/524,678	ZUKA SLIM		7/23/98
	75/572,877	JAMBA POWERBOOST		
	75/693,708	SQUEEZE THE MOST OUT OF LIFE		4/29/99

[1] Corresponds to U.S. Trademark Reg. No. 2,209,377 for a mark comprised of a WHIRL DESIGN.
[2] Corresponds to U.S. Trademark Reg. No. 2,097,875 for the mark JAMBA JUICE.