

05/02/00

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

05-24-2000

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



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MAY -2 AM 11: :

OPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Effective Date
Month Day Year
4 20 00

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
4 20 00

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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

FOR OFFICE USE ONLY

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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, DC 20231

REEL: 002077 FRAME: 0527

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,869,859"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

LaShana C. Jimmar

4/28/00

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, SFE Citrus Processors, L.P., a Delaware limited partnership (“Grantor”), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., “Rabobank Nederland”, New York Branch, as agent (the “Agent”) are parties to a Credit Agreement dated April 20, 2000 (as same may be amended and in effect from time to time, the “Credit Agreement”), providing for extensions of credit to be made to Grantor by the Agent and certain other financial institutions that may from time to time become parties thereto as Lenders (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Working Capital Security Agreement dated as of April 20, 2000 (as the same may be amended and in effect from time to time, the “Security Agreement”) between Grantor and the Agent (in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of the Lenders a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

(a) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 20th day of April, 2000.

SFE CITRUS PROCESSORS, L.P., a Delaware limited partnership

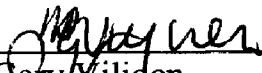
By: SFE Citrus GP, LLC, the general partner of SFE Citrus Processors, L.P.

By: SFE Citrus Holdings, LLC, the sole member of SFE Citrus GP, LLC

By: Pasco Processing Holdings, LLC, the sole member of SFE Citrus Holdings, LLC

By: Pasco Beverage Group, LLC, the sole member of Pasco Processing Holdings, LLC

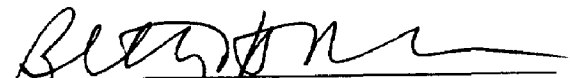
By: Vitality Beverages, Inc., the sole member of Pasco Beverage Group, LLC


By: 
Name: Gary Wiljoen
Title: Vice President and Chief Financial Officer

(SEAL)

Acknowledged:

COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK, B.A., "RABOBANK NEDERLAND", New York Branch, as the Agent

By: 
Name: Betty Mills
Title: ~~Executive Director~~

By: 
Name: W. Peter Kodde
Title: Managing Director

PDD

ACKNOWLEDGMENT

STATE OF New York)

COUNTY OF New York)

ss.

On the 20th day of April, 2000 before me personally appeared Gary Viljoen, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as see page 4 of 692016.1 of see page 4 of 692016.1 who being by me duly sworn, did depose and say that he/she is Vice President and Chief Financial Officer of Vitality Beverages, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Bruce Robinson
Notary Public

BRUCE ROBINSON
Notary Public, State of New York
No. 01RO6012612
Qualified in New York County
Commission Expires Aug. 31, 2000

{Seal}
My commission expires: _____

ACKNOWLEDGMENT

STATE OF New York)

COUNTY OF New York)

ss.

On the 20th day of April, 2000 before me personally appeared Betty Mills to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Executive Director for Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland" who being by me duly sworn, did depose and say that he/she is Executive Director Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland" described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Bruce Robinson
Notary Public

BRUCE ROBINSON
Notary Public, State of New York
No. 01RO6012612
Qualified in New York County
Commission Expires Aug. 31, 2000

{Seal}
My commission expires: _____

ACKNOWLEDGMENT

STATE OF New York)

COUNTY OF New York)

SS.

On the 20th day of April, 2000 before me personally appeared W. Pieter C. Kalle me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Managing Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland" who being by me duly sworn, did depose and say that he/she is Managing Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland" described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

BRUCE ROBINSON
Notary Public, State of New York
No. 01RO6012612
Qualified in New York County
Commission Expires Aug. 31, 2000

Bruce Robinson
Notary Public

{Seal}

My commission expires: _____

Schedule 1
Trademarks

SFE Citrus Processors, L.P

Country	Trademark	Filing Date	Serial Number	Reg. Date	Reg. No.	Status	Class
United States	Florida Global Citrus Limited	8/9/93	74/423,056	12/27/94	1,869,859	Registered	32