

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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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
 - Security Agreement
 - Merger
 - Change of Name
 - Other
- Sub-Debt Trademark
- License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
 4 20 00

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 4 20 00

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

05/23/2000 JSHADAZZ 00000099 688464

01 FC:481
02 FC:482

40.00 OP
175.00 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, TRADEMARK 231

REEL: 002077 FRAME: 0535

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

(404) 815-2137

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"/>	688,464	603,687	1,903,746
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,553,169	622,400	2,104,138
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,670,438	1,391,037	<input type="text"/>

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

Name of Person Signing

Signature

4/28/00

Date Signed

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF APRIL 20, 2000, AMONG PASCO BEVERAGE GROUP, LLC AND CERTAIN OF ITS SUBSIDIARIES, COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK, B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, AS SUBORDINATED AGENT AND COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK, B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, AS AGENT FOR THE SENIOR CREDITORS, THE TERMS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN FOR THE BENEFIT OF ADDITIONAL HOLDERS OF SENIOR INDEBTEDNESS (AS DEFINED IN THE SUBORDINATION AGREEMENT)

TRADEMARK SECURITY AGREEMENT

WHEREAS, McCain Citrus Inc., a Delaware corporation ("Grantor"), owns the Junior Juice Trademark Property (as defined in the Security Agreement defined below) 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 Subordinated Credit Agreement dated April 20, 2000 (as same may be amended and in effect from time to time, the "Subordinated Credit Agreement"), providing for extensions of credit to be made to Grantor by Agent and certain other financial institutions that may from time to time become parties thereto as Lenders (as defined in the Subordinated Credit Agreement); and

WHEREAS, pursuant to the terms of the Fixed Assets 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 Junior Juice Trademark Property, together with the goodwill of the business symbolized by the Junior Juice Trademark Property, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Subordinated 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.

McCAIN CITRUS INC.,
a Delaware corporation

By: [Signature]
Name: Gary Viljoen
Title: Vice President and Chief Financial Officer

Acknowledged:

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

By: [Signature]
Name: Betty Mills
Title: Executive Director

By: [Signature] BDD
Name: W. Pieter C. Kodde
Title: Managing Director

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 Vice President and Chief Financial Officer of McCain Citrus, Inc. who being by me duly sworn, did depose and say that he/she is VP/C.F.O. of McCain Citrus, 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 Bobby 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 of Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland", who being by me duly sworn, did depose and say that he/she is Executive Director of Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank Nederland", 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 Pieter Kalde 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 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", 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: _____

Schedule 1

Trademarks

Federal Trademark Applications

<u>Mark</u>	<u>Class</u>	<u>Appln. No.</u>	<u>Appln. Date</u>
ZIPPIN!	32	688,464	6/15/95

Federal Trademark Registrations

<u>Mark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
BOKU	32	1,553,169	8/22/89	8/22/09
JUNIOR JUICE	32	1,670,438	12/31/91	12/31/01
COASTAL*	32	603,687	3/22/55	3/22/05
COASTAL*	32	622,400	2/28/56	2/28/06
SQUEEZE Six and Design	32	1,391,037	4/22/86	4/22/06
MELONGE	32	1,903,746	7/4/95	7/4/05
PINK CALYPSO	32	2,104,138	10/7/97	10/7/07

* These registrations are in the name of International Fruit of Massachusetts, Inc., a wholly owned subsidiary of McCain Citrus Inc. which was merged into McCain Citrus Inc. in 1997.

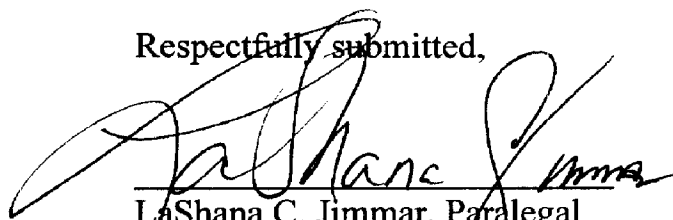
CERTIFICATE OF EXPRESS MAILING

“Express Mail” mailing label number: **EM104312298US**

Date of Deposit: **May 2, 2000**

I hereby certify that the four (4) attached Trademark Recordation Form Cover Sheets, Trademark Security Agreements, filing fees and transmittal letter are being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C., 20231.

Respectfully submitted,



LaShana C. Jimmar, Paralegal
PAUL, HASTINGS, JANOFSKY & WALKER, LLP
600 Peachtree Street, N.E., Suite 2400
Atlanta, Georgia 30308-2222
(404) 815-2137

LAW OFFICES OF
PAUL, HASTINGS, JANOFSKY & WALKER LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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COSTA MESA, CALIFORNIA 92626-1924
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ROBERT P. HASTINGS (1910-1996)
COUNSEL
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LEONARD S. JANOFSKY
CHARLES M. WALKER

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SAN FRANCISCO, CALIFORNIA 94104-2635
TELEPHONE (415) 835-1600

1055 WASHINGTON BOULEVARD
STAMFORD, CONNECTICUT 06901-2217
TELEPHONE (203) 961-7400

ARK MORI BUILDING
12-32, AKASAKA I-CHOME
MINATO-KU, TOKYO 107, JAPAN
TELEPHONE (03) 3586-4711

1299 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004-2400
TELEPHONE (202) 508-9500

WRITER'S DIRECT ACCESS

May 2, 2000

OUR FILE NO

(404)815-2137
lcjimmar@phjw.com

30637.00002

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

Re: Recordation of Trademark Documents

Dear Sir or Madam:

For the recordation of the grant of security interest in various United States trademark registration applications, enclosed please find the following documents:

Grant of Security Interest in Trademarks from Pasco Beverage Company to Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Agent

- a. Trademark Recordation Form Cover Sheet;
- b. Trademark Security Agreement; and
- c. A check in the amount of \$265.00 for the applicable filing fee.

Grant of Security Interest in Trademarks from SFE Citrus Processors, L.P., to Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Agent

- a. Trademark Recordation Form Cover Sheet;
- b. Trademark Security Agreement; and
- c. A check in the amount of \$40.00 for the applicable filing fee.

Commissioner of Patents and Trademarks

BOX ASSIGNMENTS

May 2, 2000

Page 2

Grant of Security Interest in Trademarks from McCain Citrus Inc. to
Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland",
New York Branch, as Agent

- a. Trademark Recordation Form Cover Sheet;
- b. Trademark Security Agreement; and
- c. A check in the amount of \$215.00 for the applicable filing fee.

Grant of Security Interest in Trademarks from McCain Citrus Inc. to
Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland",
New York Branch, as Agent

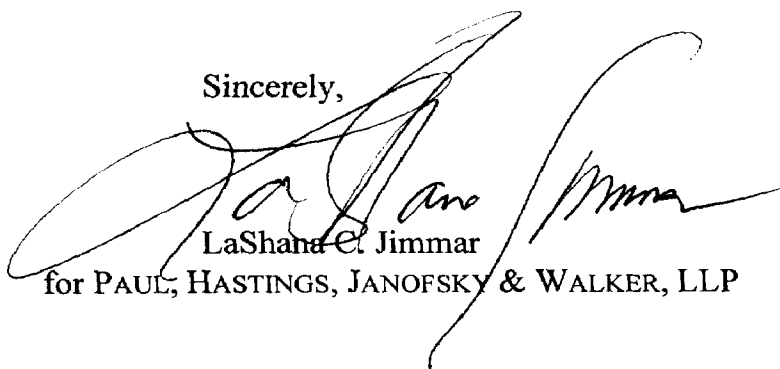
- a. Trademark Recordation Form Cover Sheet;
- b. Trademark Security Agreement; and
- c. A check in the amount of \$215.00 for the applicable filing fee.

Please record the enclosed Trademark Security Agreements and amend your records to reflect such grants of security interest.

We request that you charge any deficiencies, or credit any overpayments to Paul, Hastings, Janofsky & Walker, LLP's Deposit Account Number 16-0752.

Do not hesitate to contact me should you have any questions regarding this matter.

Sincerely,



LaShana E. Jimmar
for PAUL, HASTINGS, JANOFSKY & WALKER, LLP

Enclosures

cc: Cindy J. K. Davis, Esq. (w/copies)