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05-30-2000



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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Odwalla, Inc.
120 Stone Pine Road
Half Moon Bay, CA 94019

A California corporation

2. Name and address of receiving party:

Imperial Bank
226 Airport Parkway
San Jose, CA 95110

A bank organized under the laws of the State of California

3. Nature of conveyance: Trademark Security Agreement

Execution date: April 28, 2000

4. Application numbers and registration numbers:

A. Trademark numbers:

See Schedule A attached hereto.

B. Trademark application numbers:

See Schedule A attached hereto.

05/26/2000 JSHRBAZZ 00000095 75884254

01 FC:481
02 FC:482

40.00 OP
750.00 OP

5. Name and address of party to whom correspondence concerning document should be mailed:

Louis J. Duval, Esq.
Bingham Dana LLP
150 Federal Street
Boston, MA 02110

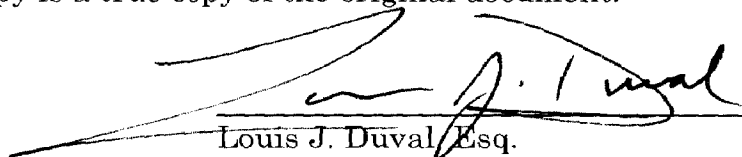
6. Total number of applications and trademarks involved: 31

7. Total fee enclosed: \$790.00

8. Deposit account number: Not applicable

9. 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.


Louis J. Duval Esq.
May 5, 2000

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 14

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records
Customer Service Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

ATTACHMENT 1
TO THE FOREGOING TRADEMARK SECURITY AGREEMENT
BETWEEN ODWALLA, INC., A CALIFORNIA
CORPORATION, AND IMPERIAL BANK

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
ODWALLA		U.S.A.	75/884,254 12/30/99		
NOURISH YOUR THIRST		U.S.A.	75/883,959 12/30/99		
ODWALLAMILK		U.S.A.	75/845,795 11/15/99		
ODWALLA BAR!		U.S.A.	75/884,274 12/30/99		
SERIOUS ENERGY		U.S.A.	75/884,275 12/30/99		
CALL IN THE NATURAL GUARD		U.S.A.	75/884,897 12/30/99		
C FOR YOURSELF		U.S.A.	75/883,960 12/30/99		
KNOW YOUR SOURCE		U.S.A.	75/883,961 12/30/99		
SHAKE UP THE FUTURE		U.S.A.	75/883,962 12/30/99		
THIS JUICE IS FOOD		U.S.A.	75/884,898 12/30/99		
UDDER(LESS)LY FANTASTIC		U.S.A.	75/884,273 12/30/99		
WHAT CHEW WANT		U.S.A.	75/883,963 12/30/99		
FUTURE SHAKEMAN (DESIGN)		U.S.A.	75/884,255 12/30/99		
A BREATH OF FRESH		U.S.A.	75/883,715 12/30/99		
INTOXICATING RHYTHM		U.S.A.	75/884,779 12/30/99		
LIVING FLAVOR		U.S.A.	75/884,778 12/30/99		
A BREATH OF FRESH INTOXICATING RHYTHM LIVING FLAVOR SOIL TO SOUL PEOPLE TO PLANET NOURISHING THE BODY WHOLE		U.S.A.	75/884,256 12/30/99		

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
Bird (Design)		U.S.A.	75/888,472 01/05/00		
Bottle (Design)		U.S.A.	75/891,053 01/07/00		
Super Protein		U.S.A.	75/888,590 01/05/00		
Soy to Soul		U.S.A.	75/888,099 01/04/00		
Soy to Soul		U.S.A.	75/887,367 01/04/00		
C Monster (Design)		U.S.A.	75/888,586 01/05/00		
Living Flavor		U.S.A.	75/887,128 01/04/00		
Soil to Soul		U.S.A.	75/888,465 01/05/00		
Soil to Soul		U.S.A.	75/888,589 01/05/00		
People to Planet		U.S.A.	75/887,025 01/04/00		
A Breath of Fresh Intoxicating Rhythm Living Flavor Soil to Soul People to Planet Nourishing the Body Whole		U.S.A.	75/887,368 01/04/00		
Fruity C Monster		U.S.A.	75/888,428 01/05/00		
Think Drink		U.S.A.	75/918,583 02/14/00		
Carrotonic		U.S.A.	75/943,903 03/14/00		

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2000, between ODWALLA, INC., a California corporation (the "Borrower"), and IMPERIAL BANK, a California banking corporation (the "Lender").

RECITALS

Pursuant to the Revolving Credit Agreement, dated as of September 3, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between the Borrower and the Lender, the Lender has extended commitments to make Credit Extensions to the Borrower.

The Borrower has executed and delivered to the Lender the Security Agreement, dated as of September 3, 1999, (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), between the Borrower and the Lender, pursuant to which the Borrower has granted to the Lender, for the benefit of the Lender, security interests in all tangible and intangible personal Property of the Borrower in order to secure the payment and performance of all of the Obligations to the Lender (whether now existing or from time to time hereafter created or arising) of each of the Borrower and its Subsidiaries.

Pursuant to the Security Agreement, the Borrower is required to execute and deliver to the Lender a supplemental security agreement with respect to certain registered trademarks and service marks, certain trademark and service mark registration applications and certain related Property of the Borrower, and such supplemental security agreement is required to be in or substantially in the form hereof.

Accordingly, the parties hereto hereby agree as follow:

SECTION 1. Defined Terms. The following terms, when used in this Agreement, including the introductory paragraph and Recitals hereto, shall, except where the context otherwise requires, have the following meanings:

“**Agreement**” means this Trademark Security Agreement.

“**Borrower**” is defined in the introductory paragraph hereto.

“**Credit Agreement**” is defined in the first paragraph of the Recitals hereto.

“**Lender**” is defined in the introductory paragraph hereto.

“**Security Agreement**” is defined in the second paragraph of the Recitals hereto.

“**Trademark Collateral**” is defined in Section 2.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the introductory paragraph and Recitals hereto, have the meanings given to such terms in, or (as the case may be) by reference in, the Security Agreement.

SECTION 2. Grant of Security Interest. As collateral security for the payment and performance of all of the Obligations (whether now existing or from time to time hereafter created or arising), the Borrower hereby pledges and assigns to the Lender and hereby grants to the Lender, for the benefit of the Lender, continuing security interests in all of the Borrower's rights, title and interests in and to all of the following Property, whether currently existing or from time to time hereafter created, arising or acquired (all of such Property being herein collectively called the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items hereinbefore identified and described in this clause (a) being collectively called “**Trademarks**”), all registrations and recordings thereof, and in connection therewith, all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including the registrations and applications referred to in Attachment 1 hereto;

(b) all Trademark licenses and other agreements providing the Borrower with rights to use Trademarks;

(c) all reissues, extensions or renewals of any of the items described in the foregoing clause (a) or (b);

(d) all of the goodwill of the business of the Borrower connected with the use of, and symbolized by the items described in, clause (a), (b) or (c); and

(e) all royalties from and all proceeds of, and all rights associated with, all or any part of any of the Property constituting Trademark Collateral, including any and all claims by the Borrower (and rights to sue thereunder) against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, Trademark license or trade name referred to in Attachment 1 hereto, or for any injury to any of the goodwill associated with any Trademark, Trademark registration, Trademark license or trade name.

Notwithstanding the foregoing, the term "Trademark Collateral" shall not include any Property in which the Borrower is not permitted, by Applicable Law or by the terms of any Instrument to which the Borrower is a party or by which such Property is bound, to grant a security interest or Lien; provided, however, that all proceeds of Property described in the foregoing provisions of this paragraph shall in any event constitute "Trademark Collateral".

SECTION 3. Security Agreement. This Agreement has been executed and delivered to the Lender by the Borrower for the purpose of registering the grant of the security interests of the Lender in certain Trademark Collateral with the United States Patent and Trademark Office. The security interests granted pursuant hereto are granted as a supplement to, and not in limitation of, the security interests and Liens granted to the Lender, for the benefit of the Lender, under the Security Agreement. The Security Agreement (and all of rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. At such time as the commitments of the Lender under the Loan Documents shall have terminated in full and all of the Obligations shall have been paid in full in cash, the Lender shall, at the Borrower's expense, execute and deliver to the Borrower all such Instruments and other documents as may be necessary or as may be reasonably requested by the Borrower to release Liens on the Trademark Collateral which have been granted by the Borrower pursuant hereto and pursuant to the Security Agreement.

SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interests and the Liens on the Trademark Collateral granted pursuant hereto are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Collateral Document, etc. This Agreement is a Collateral Document and a Loan Document executed and delivered to the Lender pursuant to the Credit Agreement and the Security Agreement and shall be construed, administered and applied in accordance with, and subject to, the terms and provisions of the Credit Agreement and the Security Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers thereunto duly authorized on and as of the day and in the year first above written.

[SEAL]

The Borrower:

ODWALLA, INC.,
a California corporation

Attest: _____

By: 
Name: James R. Steichen
Title: Chief Financial Officer

The Lender:

IMPERIAL BANK

By: _____
Name: Paula J. Barysauskas
Title: First Vice President

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers thereunto duly authorized on and as of the day and in the year first above written.

[SEAL]

The Borrower:

ODWALLA, INC.,
a California corporation

Attest: _____

By: _____

Name: James R. Steichen
Title: Chief Financial
Officer

The Lender:

IMPERIAL BANK

By: Paula J. Barysaukas

Name: Paula J. Barysaukas
Title: First Vice President

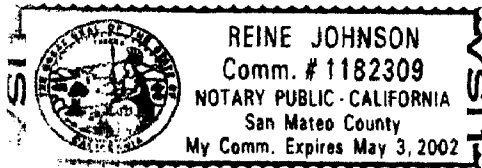
State of *California*)
) ss.
County of *San Mateo*)

Personally appeared before me, the undersigned, a Notary Public in and for said county, JAMES R. STEICHEN, personally known to me, who, being by me first duly sworn, declared that he is the Chief Financial Officer of ODWALLA, INC., a California corporation, that being duly authorized he did sign and seal the said **TRADEMARK SECURITY AGREEMENT** as such officer of and on behalf of such corporation and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this *first* day of May, 2000.

Reine Johnson

Notary Public



My Commission Expires:
May 3, 2002