

06-09-2000



101376852

MJD

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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

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

06/09/2000 RSCOTT 00000026 1243037

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 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 Practices. 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 Lanning G. Bryer c/o Ladas & Parry

Address (line 1) 26 West 61st Street

Address (line 2) New York, N.Y. 10023-7604

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number (212) 708-1870

Name Lanning G. Bryer c/o Ladas & Parry

Address (line 1) 26 West 61st Street

Address (line 2) New York, N.Y. 10023-7604

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 36

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)		
<u></u>	<u></u>	<u></u>	<u>1243037</u>	<u>1258780</u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>1253907</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u>1258779</u>	<u></u>	<u></u>

Number of Properties Enter the total number of properties involved. # 4

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) # 12-0425

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.

Lanning G. Bryer
Name of Person Signing


Signature

5/16/00
Date Signed

NTMA000030

UNITED STATES OF AMERICA

POWER OF ATTORNEY

The undersigned hereby appoints, jointly and severally with full power of substitution:

STEPHEN A. GOLDSMITH	ALLAN S. PILSON
IAN JAY KAUFMAN	FREDERICK REICHWALD
ROBERT ALPERT	DANIEL F. ZENDEL
LANNING G. BRYER	JOSEPH J. VILLAPOL
GEORGIA N. GOUNARIS	MARY A. MOY

members of the Bar of the State of New York, c/o Ladas & Parry, 26 West 61st Street, New York, New York 10023, United States of America, to record assignments, mergers, consolidations, changes of name and changes of address and to take all action with respect to the following Trademark Registration or Application for Trademark Registration:

**HANSEN'S MANDARIN LIME NATURAL SODA
and Design**

No. 1243037
Dated: June 21, 1983

HANSEN BEVERAGE COMPANY

[Corporate Seal]

By _____
Rodney C. Sacks
Chairman and Chief Executive Officer

[Date]

UNITED STATES OF AMERICA

A S S I G N M E N T

WHEREAS, **Rodney C. Sacks**, as Sole Trustee of **HANSEN'S TRUST**, a citizen of the United States of America, of 2380 Railroad Street, Suite 101, Corona, California 91720, United States of America, [hereinafter called the ASSIGNOR] has adopted and used the Trademarks registered in the United States Patent and Trademark Office:

(Set forth on the attached schedule)

AND WHEREAS, **HANSEN BEVERAGE COMPANY**, a corporation organized and existing under the laws of the State of Delaware, United States of America, located at 2380 Railroad Street, Suite 101, Corona, California 91720, United States of America, [hereinafter called the ASSIGNEE] is desirous of acquiring the right, title and interest in and to the said trademarks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR by these presents does sell, assign and transfer unto the said ASSIGNEE, its successors and assigns, all right, title and interest in and to the said trademarks and registrations thereof, together with that part of the goodwill of the ASSIGNOR'S business connected with the use of and symbolized by the said trademarks.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument this *1st* day of *May*, 2000.



Rodney C. Sacks, Trustee

S C H E D U L E

HANSEN'S MANDARIN LIME NATURAL SODA
and Design

No. 1243037
Dated: June 21, 1983

HANSEN'S GRAPEFRUIT NATURAL SODA
and Design

No. 1253907
Dated: October 11, 1983

HANSEN'S NATURAL SODA Stylized Letters

No. 1258779
Dated: November 22, 1983

HANSEN'S Stylized Letters

No. 1258780
Dated: November 22, 1983

UNITED STATES OF AMERICA)
STATE OF *California*) SS:
COUNTY OF *Riverside*)

CERTIFICATION

I, **RODNEY C. SACKS**, as sole Trustee of **HANSEN'S TRUST** hereby certify that the attached photoprint copies of the **AGREEMENT OF TRUST OF THE HANSEN'S TRUST** dated July 27, 1992 and **AMENDMENT NO.1** dated July 8, 1996, **AMENDMENT NO.2** dated February 10, 1998 and **AMENDMENT NO.3** dated March 3, 2000 are true and complete copies of said Agreement and Amendments.

RODNEY C. SACKS

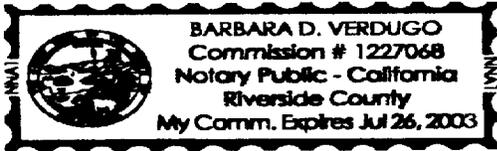


by _____
Sole Trustee of Hansen's Trust

Sworn to before me *Barbara D. Verdugo*

this *1st* day of *May*, 2000

Barbara D. Verdugo
Notary Public



(Notarial Seal)

AGREEMENT OF TRUST
OF THE
HANSEN'S TRUST

This Trust Agreement made as of the 21 day of July 1992, by and among HANSEN'S JUICES, INC., a California corporation ("HJI"), and HANSEN BEVERAGE COMPANY, a Delaware corporation ("HBC"), as the grantors/beneficiaries (sometimes hereinafter collectively called the "Grantors") and GARY HANSEN, ANTHONY KANE and BURTON S. ROSKY (sometimes hereinafter collectively called the "Trustees").

W I T N E S S E T H:

WHEREAS, the Grantors each own or are possessed of certain rights and interests, whether as owner, exclusive licensee or otherwise, in and to certain trademarks as described in Schedule A annexed hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantors deem it to be in their best interest to provide for the entire right, title and interest in and to the Trademarks to be held in solido and, for this purpose, desire to assign and convey their respective rights and interests therein to a trust created for their mutual benefit; and

NOW THEREFORE, the Grantors, and each of them do hereby establish the Hansen's Trust (the "Trust"), which is neither a partnership, association nor a corporation, and, pursuant to a separate Assignment Agreement by and between the Grantors, of even date herewith (the "Assignment Agreement"), Grantors are assigning and settling over unto the Trustees all of their respective right, title and interest in and to the Trademarks, including their rights under a certain license agreement relating thereto, in trust, nevertheless, for the primary purpose of holding, protecting and licensing to Grantors and to others the Trademarks, with no objective separately to engage in the conduct of any trade or business, and upon the terms and conditions hereinafter set forth, and the Trustees hereby accept the Trust and such assignment and agree to hold said Trademarks and the respective interests therein for said uses and upon said terms and conditions, namely:

1. Pursuant to the Assignment Agreement, concurrently herewith (a) HJI is transferring, conveying and assigning to the Trustees on behalf of the Trust, its entire

right, title and interest in and to the Trademarks, including, without limitation, all of its right and interest as licensor under that certain agreement dated as of January 4, 1990 with California Copackers Corporation d/b/a Hansen Beverage Company (the "Copackers License") and the right to recover for past infringement of said Trademarks, together with the goodwill of the business in connection with which said Trademarks are used and which is symbolized thereby, and (b) HBC is transferring, conveying and assigning unto the Trustees on behalf of the Trust, its entire right, title and interest as licensee under the Copackers License. The respective rights and interests of the Grantors in and to the Trademarks hereby conveyed shall be held in trust by the Trustees on behalf of the Trust for the mutual benefit of the Grantors, as herein provided, until the termination or revocation of the Trust. Upon establishment of this Trust, the Trustees shall record the ownership of the Trademarks with the United States Patent and Trademark Office in the name of the Trust (or in the name of the Trustees, as may be appropriate) and shall separately license to each of the Grantors, as the case may be, and from time to time hereafter, to certain third parties, use of the Trademarks with respect to various beverage and other products pursuant to agreements in the forms annexed hereto as Exhibit A, B, C, D and E, and upon the terms and conditions set forth herein. Except as otherwise provided in any of such licenses and other agreements, nothing herein shall be deemed to preclude the Trustees from entering into any other license agreements with Grantors or with third parties with respect to the use of the Trademarks.

2. Except as provided above, the Trustees shall have no authority to sell, assign, transfer, hypothecate or otherwise encumber any of the Trademarks or any interest therein, nor shall they have the power to borrow funds, guarantee obligations of others, or otherwise engage in any business or activity, other than to hold the Trademarks and to grant licenses with respect to the use of the Trademarks and to perform their obligations thereunder as contemplated in the agreements annexed as Exhibits A through E hereof.

3. Any royalty income received by the Trust shall be first used for the payment of any expenses of administering the Trust. Any excess income received by the Trust shall be held in reserve for future expenses to the extent reasonably necessary or desirable, as reasonably determined by the Trustees, and any excess thereof shall be distributed or credited to HJI (or its designees) from time to time as the Trustees shall determine, but not less frequently than quarterly. The Trustees shall determine all matters with respect to what is principal and income of the Trust estate and the apportionment and allocation of receipts and expenses between those accounts in accordance with the California

Revised Uniform Principal and Income Act. Any such matters not provided for either in this instrument or in the California Revised Uniform Principal and Income Act shall be determined by the Trustees, in the Trustees' reasonable discretion.

4. The Trustees shall have no power to reinvest any funds received as royalties or otherwise to diversify the holdings in the Trust. Notwithstanding the foregoing provision, the Trustees may temporarily invest funds representing reasonable reserves for anticipated costs and expenses, if any, in demand or time deposits in banks or savings institutions, in short term certificates of deposit or treasury bills, in money market mutual funds, commercial paper or similar money market instruments and may vary the amounts of any balances deposited in any such account, mutual fund account or other similar investment.

5. The interest of any Grantor hereunder shall be freely transferable and may be sold, assigned, mortgaged, pledged or otherwise encumbered without the consent of any party; provided, that written notice of any such transfer shall be provided to the other Grantor and the Trustees within ten (10) days following the effective date of such transfer; provided, further, however, that (a) without the written consent of HBC, no such sale, assignment, mortgage, pledge or other encumbrance shall be permitted by HJI to a direct competitor of HBC which manufactures and/or sells carbonated beverages and/or any other Licensed Goods (as defined in that certain Carbonated Beverage License Agreement between the Trust and HBC of even date herewith), or (b) without the written consent of the Trustees, no such sale, assignment, mortgage, pledge or other encumbrance shall be permitted by HBC to a direct competitor of HJI which manufactures and sells fresh juices and/or any other Licensed Goods (as defined in that certain Fresh Juices License Agreement between the Trust and HJI of even date herewith).

6. In the administration of this Trust, the Trustees and their successors shall have the following powers, in addition to any powers elsewhere in this Trust Agreement conferred upon them: (a) to maintain bank accounts, money market mutual fund accounts or certificates of deposit, rent safe deposit boxes and provide other facilities for transactions concerning the properties held in the Trust and to maintain records showing the transactions of the Trustees and the respective interests of the Grantors, and to report a summary of such transactions to each Grantor at least once in each year; (b) to hire or retain employees, agents, accountants, attorneys, and other persons in connection with the holding, protection, conservation and licensing of the properties; (c) to enter into and conclude any of the license

or other agreements annexed hereto or contemplated to be entered into hereunder with Grantors or with third parties with respect to the use of the Trademarks whether or not the term of any such license or other agreement shall extend beyond the termination or revocation of this Trust; (d) to continue to hold in the form in which received any property received as part of this Trust, including unproductive or underproductive property, as long as the Trustees deem it advisable; (e) to do all other acts, including the execution of any and all documents, agreements and instruments incidental to carrying out the intent of this Trust Agreement, but in no event to do such acts as would cause the Trust (or the Trustees with respect thereto) to engage in any separate trade or business; and (f) to carry liability and property insurance with respect to any property held in trust hereunder.

7. The Trust hereunder shall terminate on the earlier of (i) eighty-nine (89) years from the date hereof, or (ii) upon the disposition of all of the properties in which the Trust is interested. In the event of the termination or revocation of the Trust for any reason, the Grantors' respective rights, title and interest in the assets originally contributed to the Trust, and/or rights and interests equivalent to or which may have been granted in substitution of or succeeded to those rights and interests originally contributed to the Trust and all rights, title and interest of the Trustees therein and thereto shall be distributed to each of the Grantors and/or their successors in interest and, simultaneously with such distribution, the Grantors, on behalf of themselves and/or their successors in interest, hereby agree (and bind themselves) to transfer, convey and assign such interests in the Trademarks to a further trust or other appropriate entity owned by or for the exclusive benefit of the Grantors and/or their successors in interest, so as to maintain in solido the ownership of the Trademarks and all existing license or other agreements entered into by or on behalf of the Trust, subject to and on the basis that the terms governing such further trust or other appropriate entity and the rights of the respective Grantor's, whether as licensees thereof or otherwise, shall be consistent with the terms hereof and the rights granted by the Trust pursuant hereto, mutatis mutandis, and the Grantors and/or their successors in interest shall do all other acts and things, including without limitation, the execution of any and all documents, agreements (including, license agreements) and instruments incidental to carrying out the intent of this provision. No termination or revocation of this Trust shall constitute or be deemed to constitute a termination of any license or other agreement theretofore entered into by or on behalf of the Trust, which shall survive in accordance with its terms. No Trustee shall be liable to the Grantors or their successors in interest or to any other

person for any loss, depreciation in value, injury or damage to the Trust or any part thereof however occasioned, unless resulting from his gross negligence or willful misconduct.

8. The remaining Trustees shall have the right to appoint a successor to act in the place and stead of any Trustee in the event of such Trustee's death, disability, resignation, withdrawal or failure to act hereunder, provided that such replacement Trustee shall serve only with the written consent of the Trustees then serving and provided, further, that such replacement Trustee shall be a direct descendant of, Hubert Hansen or the spouse of any such descendent, except that one Trustee shall at all times be an attorney at law who represents one or more of the Trustees (whether or not a descendant of Hubert Hansen). In the event the remaining Trustees shall fail to appoint any such replacement Trustee within 90 days of a Trustee's death, disability, resignation, withdrawal or failure to act hereunder, HBC shall have the right to appoint such replacement Trustee, subject to the terms set forth above. The number of Trustees acting hereunder shall not be more than five nor less than three. No bond or other security shall be required of the Trustees or any successor appointed as herein provided. At all times when there are three Trustees acting hereunder, the acts and decisions of a majority of them with respect to any matters shall have the same force and effect as if all Trustees had joined herein.

9. This Trust Agreement and the Trust created hereunder may be amended or revoked, in whole or in part, only with the written consent of both of the Grantors.

10. Each Trustee acting under this instrument shall exercise the power vested in the Trustee in good faith and in accordance with the Trustee's fiduciary duties. No Trustee shall have the power by reason of any administrative powers granted in this instrument to enlarge or shift the beneficial interests of the Trust except as an incidental consequence of the discharge of the Trustee's fiduciary duties.

11. Unless the Trustees receive notice of the occurrence of an event affecting the beneficial interests of the Trust, the Trustees shall not be liable to any beneficiary for distributions made or other actions taken in good faith as though the event had not occurred. The Trustees shall not be liable to any creditor for making distributions authorized by this instrument unless the Trustees have received actual written notice of the creditor's claim.

12. At the time for distribution of any property held in this Trust, the Trustees shall have the authority to withhold from distribution, without payment of interest, all or

any part of the Trust property, as long as the Trustees, in the Trustees' discretion, determine that the property may be subject to or required to satisfy conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the Trust; provided, however, that the foregoing shall not affect the vesting of any interest in any beneficiaries under this instrument or the accrual or crediting and payment of Trust income to any beneficiary.

13. All questions concerning the validity, construction, interpretation and administration of the trusts created in this instrument shall be governed by the laws of the State of California in force from time to time, regardless of whether the place of administration is changed to another state.

14. The Grantors and Trustees hereby expressly agree that any controversy or claim arising out of or relating to this Trust Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in Los Angeles, California, before three (3) arbitrators selected from the panels of arbitrators of the AAA. Any arbitration award shall be final, binding and conclusive upon the parties and judgment rendered thereon may be entered in any court having jurisdiction thereof. The prevailing party(ies) in any such arbitration shall be entitled to reimbursement from the other party(ies) of any expenses (including, without limitation, reasonable attorney's fees) incurred in connection with such arbitration.

15. No third party dealing with the Trustees shall be required to investigate the Trustees' authority for entering into any transaction or see to the application of the proceeds of any transaction. Any third party dealing with the Trustees may rely on a written certificate of the Trustees or the Trustees' attorney as to the existence of this Trust and the Trustees' authority under this instrument. The Trustees may omit the dispositive provisions of this instrument in any copy submitted to a third party and no third party shall have any duty to inquire into or be concerned with the dispositive provisions of this Trust.

16. If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless remain in effect.

17. This Trust Agreement shall be binding upon and inure to the benefit of the executors, administrators, successors and assigns of the parties hereto.

18. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or three (3) days after being sent by registered or certified mail, return receipt requested, postage prepaid, or transmitted by telecopy with oral confirmation, addressed as follows or to such other address of which the parties may have given notice in accordance with this paragraph:

In the case of the Trustees:

c/o Burton S. Rosky, Esq.
Rosky, Landau & Fox
Wilshire-San Vincente Plaza
8383 Wilshire Boulevard
Suite 528
Beverly Hills, CA 90211
Telecopy: (213) 655-0412

with a copy to:

Anthony Kane
President
Hansen's Juices, Inc.
250 N. Juanita Avenue
Los Angeles, CA 90004
Telecopy: (213) 383-6048

In the case of HJI:

Anthony Kane
President
Hansen's Juices, Inc.
250 N. Juanita Avenue
Los Angeles, CA 90004
Telecopy: (213) 383-6048

In the case of HBC:

Hansen Beverage Company
3000 East Birch Street
Suite 102
Brea, CA 92622
Attention: President
Telecopy: (714) 524-3131

and to

Rodney C. Sacks
22 Halfmoon
Irvine, CA 92714
Telecopy: (714) 262-0295

with a copy to:

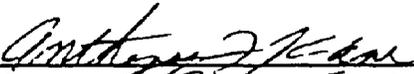
Benjamin M. Polk, Esq.
Whitman & Ransom
200 Park Avenue
New York, New York 10166
Telecopy: (212) 351-3131

19. This Trust Agreement may be executed by the Grantors and Trustees separately in multiple counterparts, all of which together shall constitute the Trust Agreement.

We, the undersigned Grantors, certify that we have read this Declaration of Trust and that it correctly states the terms under which the trust property is to be held, administered, and distributed by the Trustees. We hereby approve the Declaration of Trust in all respects and request that the Trustees execute it.

GRANTORS:

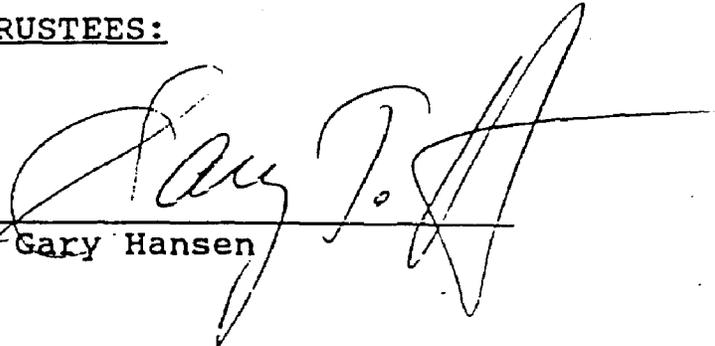
Hansen's Juices, Inc.

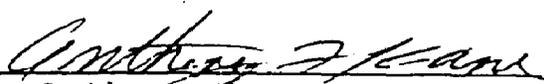
By: 
Name: ~~ANTHONY F. ILANIK~~
Title: ~~PREVIOENT~~

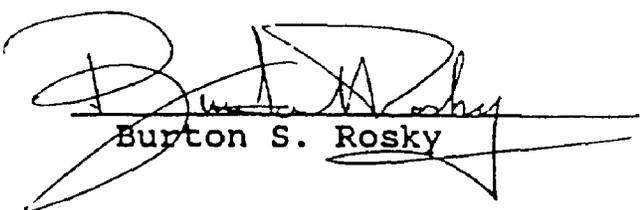
HANSEN BEVERAGE COMPANY

By: 
Name: Rodney C. Sacks
Title: Chairman

TRUSTEES:


Gary Hansen

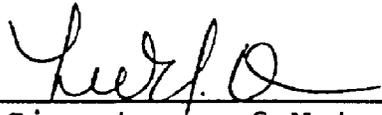

Anthony Kane


Burton S. Rosky

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

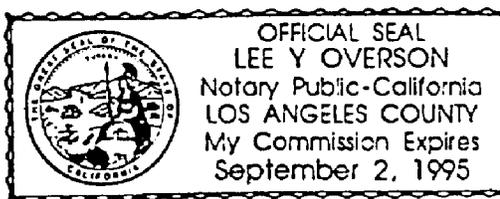
On July 4, 1992, before me, personally appeared Gary Hansen, Anthony Kane, and Burton S. Rosky, personally known to me (or proved to me on the basis of the satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the instrument.

WITNESS my hand and official seal.



[Signature of Notary]

[Notary Seal]



**AMENDMENT NO. 1 TO AGREEMENT OF TRUST
OF THE
HANSEN'S TRUST**

This Amendment No. 1 to Agreement of Trust made as of the 8th day of July, 1996, by and among HANSEN'S JUICES, INC., a California corporation ("HJI"), and HANSEN BEVERAGE COMPANY, a Delaware corporation ("HBC"), as the grantors/beneficiaries (collectively, the "Grantors") and GARY HANSEN, ANTHONY KANE and BURTON S. ROSKY, as trustees (collectively, the "Trustees").

W I T N E S S E T H :

WHEREAS, the Grantors and the Trustees are parties to that certain Agreement of Trust of the Hansen's Trust dated as of July 27, 1992 (the "Trust Agreement") pursuant to which the Trust was established;

WHEREAS, the Grantors and the Trustees desire to amend the Trust Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Trust Agreement.
2. Schedule A to the Trust Agreement setting forth the Trademarks is hereby amended and restated in the form of Amended and Restated Schedule A annexed hereto.

3. To the extent, if any, that they have not already done so, the Grantors agree to, and hereby do, sell, assign and transfer to the Trustees on behalf of the Trust, the entirety of their past, present and future right, title and interest in and to the Trademarks, including, without limitation, their entire right, title and interest in and to: (a) any and all trademarks, whether or not registered at any time in the United States Patent and Trademark Office, that incorporate or are now or hereafter may be comprised of, in whole or in part, the word "Hansen's" (or any expression, composite, derivation or variation thereof), howsoever presented in any manner, medium or design; (b) any and all currently pending and future applications relating to any of the Trademarks; (c) any and all registrations for any of the Trademarks upon their issuance, in all of their forms and for all uses; and (d) any and all associated artwork, labels, trade dress and package designs, together with the goodwill of the business associated with any and all of the Trademarks or any aspect thereof (as set forth in the above subparagraphs 3.(a) through 3.(d)), and any and all past, present and future claims demands, and causes of action based thereon.

4. Effective upon the execution of this Amendment, the number of Trustees acting under the Trust Agreement shall be two, one of which shall be designated by HJI or its successors or assigns and one of which shall be designated by HBC or its successors or assigns. The initial designee of HJI shall be Gary Hansen and the initial designee of HBC shall be Rodney C. Sacks. Each of HJI and HBC and their respective successors and assigns shall have the right to designate a replacement Trustee at any time by giving written notice to the other party. Any action by the Trustees shall require the approval of both Trustees. No bond or other security shall be required of the Trustees or

any successor appointed as herein provided. By their execution of this Amendment, Burton S. Rosky and Anthony Kane resign as Trustees.

5. Paragraph 8 of the Trust Agreement is hereby deleted in its entirety.

6. All notices to be given to HBC or Rodney C. Sacks in his capacity as

Trustee shall be addressed as follows:

Hansen Beverage Company
2401 East Katella Avenue
Suite 650
Anaheim, CA 92806
Attention: Chairman
Telecopy: (714) 634-4272

with a copy to:

Benjamin M. Polk, Esq.
Whitman Breed Abbott & Morgan
200 Park Avenue
27th Floor
New York, New York 10166
Telecopy: (212) 351-3131

7. In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Trust Agreement, the provisions of this Amendment shall control.

8. All other terms of the Trust Agreement shall remain in full force and effect to the extent not conflicting or inconsistent with the provisions of this Amendment.

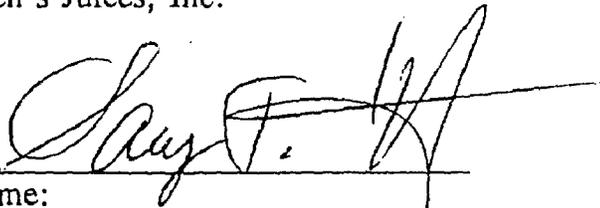
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be

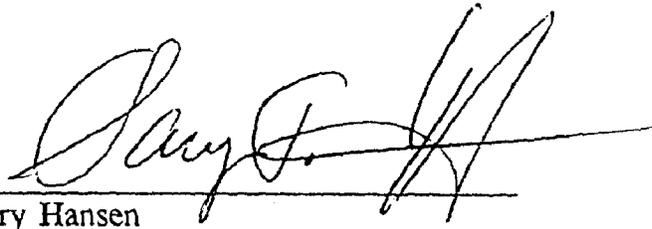
duly executed as of the date first above written.

GRANTORS:

TRUSTEES:

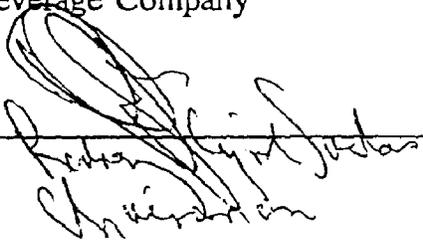
Hansen's Juices, Inc.

By: 
Name: _____
Title: *PRESIDENT*



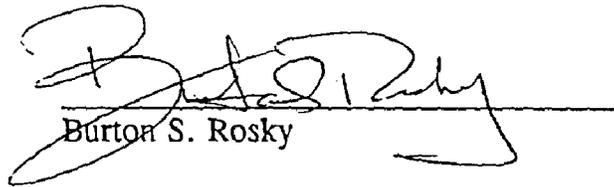
Gary Hansen

Hansen Beverage Company

By: 
Name: _____
Title: *Chairman*



Anthony Kane



Burton S. Rosky

AMENDED AND RESTATED SCHEDULE A
TO
AMENDMENT NO. 1 TO AGREEMENT OF TRUST
OF THE
HANSEN'S TRUST

1. The following trademarks which are registered in the United States

Patent and Trademark Office, as set forth below:

<u>Trademark</u>	<u>U.S. Trademark Registration No.</u>
Hansen's	1,258,780
Hansen's Natural Soda	1,258,779
Grapefruit Hansen's Natural Soda	1,253,907
Mandarin Lime Hansen's Natural Soda	1,253,037
Lemon-Lime Hansen's Natural Soda	Cancelled

2. All other trademarks, whether or not registered in the United States

Patent and Trademark Office, which use or incorporate the word "Hansen's" alone or in conjunction with any other word or words or descriptive term or which use or incorporate the word "Smoothie" in conjunction with any other word or words or descriptive term. The foregoing does not include any trademarks which are registered or registerable independent of and do not include the word "Hansen's" or the word "Smoothie" (the "Other Trademarks"). The Other Trademarks may be used on any product or packaging on or in which the word "Hansen's" or the word "Smoothie" is also used and such use shall not detract from or in any way affect any of the rights or obligations of the Hansen's Trust, Hansen Beverage Company and Hansen's Juices, Inc. with respect to the Trademarks.



**AMENDMENT NO. 2 TO AGREEMENT OF TRUST
OF THE
HANSEN'S TRUST**

This Amendment No. 2 to Agreement of Trust ("Amendment No. 2") dated as of the 10th day of February, 1998, by and between THE FRESH JUICE COMPANY OF CALIFORNIA, INC., a Delaware corporation ("FJC"), and HANSEN BEVERAGE COMPANY, a Delaware corporation ("HBC") (collectively, the "Grantors").

W I T N E S S E T H :

WHEREAS, Hansen's Juices, Inc., a California corporation ("HJI"), and HBC, as grantors/beneficiaries, and Gary Hansen, Anthony Kane and Burton S. Rosky, as the initial trustees of the Trust (the "Initial Trustees") are parties to that certain Agreement of Trust of the Hansen's Trust dated as of July 27, 1992 (the "Trust Agreement") pursuant to which the Trust was established;

WHEREAS, HJI, HBC and the Initial Trustees are parties to that certain Amendment No. 1 to Agreement of Trust of the Hansen's Trust dated as of July 8, 1996 ("Amendment No. 1") pursuant to which the Trust Agreement was amended in certain respects;

WHEREAS, pursuant to Amendment No. 1, among other matters, the number of trustees acting under the Trust Agreement ("Trustees") was set at two, one Trustee to be designated by each of HJI and HBC, and Amendment No. 1 further provided that any action by the Trustees on behalf of the Trust shall require the approval of both Trustees;

WHEREAS, effective December 2, 1996 HJI was merged with and into FJC

with FJC as the surviving entity;

WHEREAS, the Trustee designated by HJI has resigned and FJC has not designated a replacement Trustee; and

WHEREAS, the Grantors desire to further amend the Trust Agreement to authorize Rodney C. Sacks in his capacity as the Trustee designated by HBC, or any successor Trustee designated by HBC (the "HBC Trustee"), to take any and all actions on behalf of the Trust during any period in which there is no currently active Trustee designated by FJC;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Trust Agreement.
2. At all times when the HBC Trustee is the sole Trustee, the HBC Trustee shall have the power and authority acting alone to take any and all actions which can or may be taken by joint action of the Trustees under the Trust Agreement.
3. FJC represents and warrants to HBC that it is the legal successor to HJI by merger of HJI with and into FJC with FJC as the surviving corporation effective December 2, 1996.
4. (a) Commencing March 1, 1998 all notices to be given to HBC or the HBC Trustee shall be addressed as follows:

Hansen Beverage Company
2380 Railroad Street, Suite 101
Corona, California 91720
Attention: Chairman
Telecopy: (909) 739-6210

with a copy to:

Benjamin M. Polk, Esq.
Whitman Breed Abbott & Morgan LLP
200 Park Avenue
27th Floor
New York, New York 10166
Telecopy: (212) 351-3131

(b) Commencing immediately, all notices to be given to FJC shall

be addressed as follows:

The Fresh Juice Company of California, Inc.
875 West Eighth Street
Azusa, California 91702-2247
Attention: Chief Executive Officer
Telecopy: (626) 812-6077

with a copy to:

Lawrence J. Hilton, Esq.
O'Melveny & Myers LLP
610 Newport Center Drive
Suite 1700
Newport Beach, California 92660
Telecopy: (714) 669-6994

5. In the event of any conflicts or inconsistencies between the provisions of this Amendment No. 2 and the Trust Agreement or Amendment No. 1, the provisions of this Amendment No. 2 shall control.

6. All other provisions of the Trust Agreement and Amendment No. 1

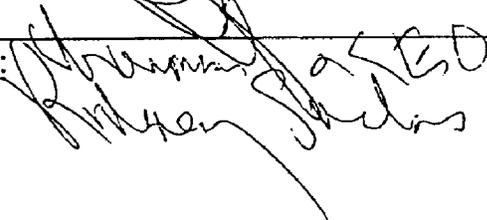
shall remain in full force and effect in accordance with the terms thereof to the extent not conflicting or inconsistent with the provisions of this Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date first above written.

THE FRESH JUICE COMPANY OF
CALIFORNIA, INC.

By: 
Name: _____
Title: PRESIDENT/CEO

HANSEN BEVERAGE COMPANY

By: 
Name: _____
Title: 

**AMENDMENT NO. 3 TO AGREEMENT OF TRUST
OF THE
HANSEN'S TRUST**

This Amendment No. 3 to Agreement of Trust ("Amendment No. 3") dated as of the 3rd day of March, 2000, by and between HANSEN BEVERAGE COMPANY, a Delaware corporation ("HBC"), as the sole grantor/beneficiary, and RODNEY C. SACKS, as the sole trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Hansen's Trust was established pursuant to that certain Agreement of Trust dated as of July 27, 1992 (as amended by Amendment No. 1 and Amendment No. 2 as set forth below, the "Trust Agreement") among HBC and Hansen's Juices, Inc., a California corporation ("HJI"), as grantors/beneficiaries, and Gary Hansen, Anthony Kane and Burton S. Rosky, as the initial trustees of the Trust (the "Initial Trustees");

WHEREAS, the Trust Agreement was amended in certain respects pursuant to Amendment No. 1 to Agreement of Trust dated as of July 8, 1996 ("Amendment No. 1") among HBC, HJI and the Initial Trustees;

WHEREAS, the Trust Agreement was further amended in certain respects pursuant to Amendment No. 2 to Agreement of Trust dated as of February 10, 1998 ("Amendment No. 2") between HBC and The Fresh Juice Company of California, Inc., a Delaware company and the successor by merger to HJI ("FJC");

WHEREAS, pursuant to Amendment No. 2, among other matters, HBC and FJC, as grantors of the Trust, authorized Rodney C. Sacks in his capacity as the Trustee designated by HBC, or any successor Trustee designated by HBC, to take any and all actions on behalf of the Trust acting alone, all as more fully set forth in Amendment No. 2;

WHEREAS, HBC and FJC entered into that certain Assignment and Agreement effective as of September 22, 1999 pursuant to which, among other matters, FJC sold and assigned to HBC FJC's entire right, title and interest as grantor and beneficiary under and pursuant to the Trust Agreement;

WHEREAS, HBC, as the sole grantor/beneficiary of the Trust, desires to transfer and assign all of the Trademarks owned by the Trust (the "Trademarks") from the Trust to HBC;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Trust Agreement.

2. Notwithstanding the provisions of Paragraph 2 of the Trust Agreement to the contrary, the Trustee shall have the authority to transfer and assign the Trademarks to HBC or to any designee of HBC and to take any and all actions necessary or desirable in connection therewith.

3. Upon the transfer of all of the Trademarks pursuant to Paragraph 2 of this Amendment No. 3, the Trust Agreement shall terminate without any further action of the parties thereto and the Trustee shall have no further duties, obligations or liabilities of any nature whatsoever thereunder.

4. In the event of any conflicts or inconsistencies between the provisions of this Amendment No. 3 and the Trust Agreement, the provisions of this Amendment No. 3 shall control.

5. All other terms of the Trust Agreement shall remain in full force and effect to the extent not conflicting or inconsistent with the provisions of this Amendment No. 3.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date first above written.

HANSEN BEVERAGE COMPANY

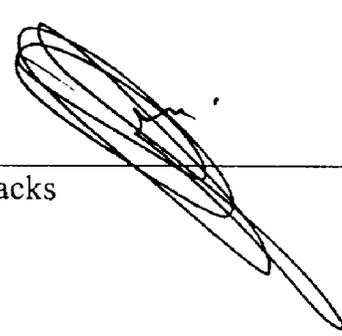
By: 

Name:

Title:

MILTON SCHLOTBERG
PRESIDENT

TRUSTEE:


Rodney C. Sacks

UNITED STATES OF AMERICA)
STATE OF *California*) SS:
COUNTY OF *Riverside*)

CERTIFICATION

I, **RODNEY C. SACKS**, as sole Trustee of **HANSEN'S TRUST** hereby certify that the attached photoprint copies of the **RESIGNATION OF GARY T. HANSEN AS TRUSTEE** dated December 1, 1996 and **RESIGNATION OF STEVEN SMITH AS TRUSTEE** dated May 30, 1997, **RESIGNATION OF JEFF HEAVIRLAND** dated June 4, 1997 are true and complete copies of said resignation letters.

RODNEY C. SACKS

by 

Sole Trustee of Hansen's Trust

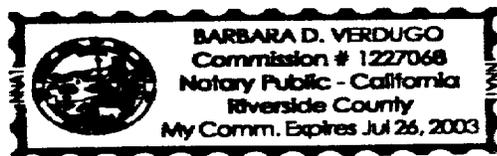
Sworn to before me

Barbara D. Verdugo

this *1st* day of *May*, 2000

Barbara D. Verdugo

Notary Public



(Notarial Seal)



HANSEN'S JUICES, INC.

875 West Eighth Street • Azusa, CA 91702-2247 • Telephone: (818) 812-6022 • Fax: (818) 812-6077

December 1, 1996

Hansen's Natural Beverage Co.
2401 East Katella Avenue
Suite 650
Anaheim, CA 92806

Gentlemen,

Effective December 1, 1996 and pursuant to the terms of the Hansen's Trust dated July 27, 1992, as amended by Amendment No. 1 to the Agreement of Trust of the Hansen's Trust dated July 8, 1996, please take notice that Gary Hansen is resigning as Trustee and Steve Smith is appointed as Trustee in his place and stead.

Sincerely,

GARY T. HANSEN
President
Hansen's Juices, Inc.

GTH: DC

cc: Mr. Burt Rosky, Esquire
Mr. Craig Lessner, Esquire
Mr. Steve Smith, Fresh Juice Company

TRADEMARK

REEL: 002094 FRAME: 0354

The Fresh Juice Company



May 30, 1997

Mr. Rodney C. Sacks
Hansen Beverage Company
2401 East Katella Avenue, Suite 650
Anaheim, California 92806

Dear Mr. Sacks:

I am writing with regard to the Hansen's Trust (the "Trust"). I have resigned from the Trust and Jeff Heavirland has replaced me. Given your strong relationship with Jeff, I believe that this will serve to simplify communications regarding the Trust. He and you will arrange all the future details.

Thank you for your cooperation. Please don't hesitate to contact either me or Jeff with any questions or comments concerning this transition.

Very truly yours,

Steven Smith
President

cc: Jeff Heavirland



The Fresh Juice Company of California, Inc.

875 West Eighth Street • Azusa, CA 91702-2247 • Telephone: (818) 812-6022 • Fax: (818) 812-6077

HANSEN'S JUICES • JUST PIK'T • FRESH PIK'T • FLORIDA PIK'T • ULTIMATE

June 4, 1997

The Fresh Juice Company
350 Northern Blvd.
Great Neck, New York 11021

Attention: Mr. Steve Smith, President

Dear Steve,

I am in receipt of your letter to Rodney Sacks, Hansen Beverage Company, dated May 30, 1997 (received June 3, 1997).

After speaking with Hansen's Juices legal counsel, I have been advised that acceptance of this position would create a conflict of interest with respect to my fiduciary responsibilities to Hansen's Juices. Therefore, I cannot accept your letter appointing me as such.

If you have any questions, please contact Larry Hilton, Esquire, O'Melveny & Myers, at (714) 669-7957.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeff Heavirland", is written over a light-colored background.

JEFF HEAVIRLAND
President

JH: dlc

cc: Mr. Rodney C. Sacks, Hansen's Beverage Company

STEPHEN A. GOLDSMITH
IAN JAY KAUFMAN
FREDERICK REICHWALD
JOSEPH H. HANDELMAN
ALLAN S. PILSON
PETER D. GALLOWAY
ROBERT ALPERT
JOHN RICHARDS
DANIEL F. ZENDEL
LANNING G. BRYER
WILLIAM R. EVANS
JANET I. CORD
CLIFFORD J. MASS
JOSEPH J. VILLAPOL
BHARATI BAKSHANI
DENNIS S. PRAHL
MARY A. MOY
CYNTHIA R. MILLER

GEORGIA N. GOUNARIS
TERESA L. SEGALMAN
M. DECONTE BRUMSKINE
DARREN B. COHEN
KAREN J. SMITH
ROBERT B. KAMBIC
RALPH H. CATHCART
MICHAEL D. STEWART
HUGH R. WOTHERSPOON⁺
REGINA ANN LOUGHRAN
SCOTT J. LEBSON

OF COUNSEL

S. DELVALLE GOLDSMITH
JULIAN H. COHEN
ROBIN DAY GLENN*
J. E. PHILLIPS^o
DAVID A. JACOBS

* MEMBER CA BAR
^o MEMBER OK BAR
⁺ ENG. SOL. NON PRAC.

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(212) 246-8925
E-MAIL: NYMAIL@LADASPARRY.COM
INTERNET: <http://www.ladas.com>

WRITER'S DIRECT DIAL NUMBER:

(212) 708-1870

224 SOUTH MICHIGAN AVENUE
CHICAGO, IL 60604

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RICHARD J. STREIT
FREDERICK W. MEYERS
DERMOT J. HORGAN
TIMOTHY J. KEEFER
(MEMBERS IL BAR)

5670 WILSHIRE BLVD.
LOS ANGELES, CA 90036

RICHARD P. BERG
HENRY KLEIN
MAVIS S. GALLENSON
FRANCIE R. GOROWITZ
M. IRIS HESS
(MEMBERS CA BAR)

52-54 HIGH HOLBORN
LONDON WC1V 6RR, ENGLAND

DACHAUERSTRASSE 37
80335 MUNICH, GERMANY

IAIN C. BAILLIE
(MEMBER NY BAR)
European Resident Partner

May 16, 2000

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Dear Sirs:

Re: Assignment: **RODNEY C. SACKS** (as Sole Trustee
of **HANSEN'S TRUST**) to **HANSEN BEVERAGE COMPANY**
- 4 Trademarks in the United States of
America
(Our Ref: NTMA 000030)

1. You are requested to record the above-mentioned
assignment against the four (4) trademarks set forth in the
following documents:

- a) A Deed of Assignment executed by Rodney C. Sacks, as Trustee, of **HANSEN'S TRUST** executed on May 1, 2000;
- b) 4 Powers of Attorney, (one for each mark) executed by Rodney C. Sacks, as Chairman and Chief Executive Officer of **HANSEN BEVERAGE COMPANY**, executed on May 1, 2000.

TRADEMARK
REEL: 002094 FRAME: 0357

May 16, 2000

2. In addition to the documentation necessary to effect recordal of the assignment, attached hereto are certified copies of the Agreement of Trust of the Hansen's Trust and subsequent Amendments. Additionally, we attach Certified Copies of the resignation letters of the former trustees of the Hansen's Trust establishing Rodney C. Sacks as the sole Trustee of the Hansen's Trust.

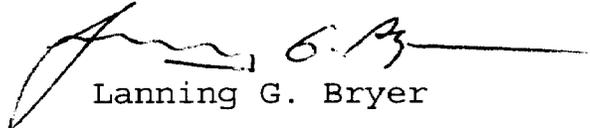
3. Our check in the amount of \$115.00 is attached. If any additional charges are incurred, please charge Deposit Account No. 12-0425. Please send us your receipt in acknowledgment of this payment.

4. Please return to us the Deed of Assignment after it has been stamped with recordal at the U.S. Patent and Trademark Office.

5. Please be sure to index the recordal of this Assignment against the four (4) trademarks listed on the attached schedule.

6. We attach a U.S. Department of Commerce Patent and Trademark Office Recordation Form Cover Sheet (Form PTO-1618A) for the Assignment as required under Title 37 CFR.

Very truly yours,



Lanning G. Bryer

LGB:GNG:mgl
Attached

EXPRESS MAIL LABEL
NO./ EL398604046US