FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

08-14-2000

101430559

Docket No.:

Tab settings

To the Honorable Commissioner of Pate... attached original documents or copy thereof.

1. Name of conveying party(ies):

Fresh Solutions, Inc.
280 Wilson Avenue
Newark, New Jersey 07105

HW 7.17.00

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State **New Jersey**
- ☐ Other

Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Bank of America, N.A.**

Internal Address: **Independence Center, 15th Floor,**

Street Address: **NC-001-15-04, 101 North Tryon Street**

City: **Charlotte** State: **NC** ZIP: **28255**

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other **Collateral Agent**

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: **June 21, 2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Schedule B
(Attached)

B. Trademark Registration No.(s)

Schedule B
(Attached)

Additional numbers attached? ☒ Yes ☐ No

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

Name: **Pamela C. Gavin**

Internal Address: **McGuire, Woods, Battle & Boothe LLP**

Street Address: **One James Center, 901 East Cary Street**

City: **Richmond** State: **VA** ZIP: **23219-4030**

6. Total number of applications and registrations involved:..... **10**

7. Total fee (37 CFR 3.41):.....$ **$265.00**

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

13-0437

DO NOT USE THIS SPACE

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01 FC:481 40.00 OP
02 FC:482 225.00 OP

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.

Pamela C. Gavin — Pam C. Gavin — **July 5, 2000**

Name of Person Signing — Signature — Date

Total number of pages including cover sheet, attachments, and document: 5

SCHEDULE B
To
Patent and Trademark Assignment

TRADEMARK REGISTRATIONS

Reg.No.	Country	Issue Date	Mark
1,840,800	USA		**TASTE THE ULTIMATE DIFFERENCE ****
2,188,085	USA		**THE ULTIMATE JUICE ***
1,671,295	USA		**ULTIMATE (words)***
1,820,078	USA		**THE ULTIMATE COUNTRY KITCHEN ****
1,840,801	USA		**THE ULTIMATE TASTE****
2,075,085	USA		**ULTIMATE & Design****

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
75/943,955	USA		**FRESH FACTS**
75/943,956	USA		**FRESH FACTS**
75/943,959	USA		**FRESH SOLUTIONS**
75/943,957	USA		**FRESH LOOK**

TRADEMARK LICENSES

Grantor	Serial or Registration No.	Country	Issue or Filing Date	Mark
		NONE		

* Record title to these marks appears to be in the name of The Fresh Juice Company of New York, Inc., a predecessor of Fresh Solutions, Inc.

** Record title to these marks appears to be in the name of The Ultimate Juice Co., Inc., a predecessor of Fresh Solutions, Inc.

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Fresh Solutions, Inc., a New Jersey corporation, (the "Assignor"), having its chief executive office at 280 Wilson Ave., Newark, NJ 07105, hereby assigns and grants to Bank of America, N.A., as Collateral Agent, (the "Assignee"), with offices at Independence Center, 15th Floor, NC-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, a security interest in all of the Assignor'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 "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Amended and Restated Security Agreement among the Assignor, the Assignee and certain other parties dated as of June 21, 2000, as amended, supplemented or modified from time to time (the "Security Agreement").

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to

those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 21st day of June, 2000.

FRESH SOLUTIONS, INC., as Assignor

By: Robin Prever
Name: Robin Prever
Title: VP

BANK OF AMERICA, N.A., as Collateral Agent, as Assignee

By: _____
Name:
Title:

STATE OF New York
County OF New York

The foregoing instrument was acknowledged before me this 21st day of June, 2000 by Robin Prever as Vice President of Fresh Solutions, Inc., a New Jersey corporation, on behalf of Fresh Solutions, Inc.

My commission expires:

Notarial Seal

Anastasia S. Kritzalis
Notary Public

ANASTASIA S. KRITZALIS
Notary Public, State of New York
No. 31-4808884
Qualified in New York County
Commission Expires March 1, 2001

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TRADEMARK
REEL: 002119 FRAME: 0477

SCHEDULE A
To
Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
		NONE			

PATENT LICENSES

Licensor	Licensee	Patent Number(s)	Date
	NONE		

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