

08-14-2000

FORM PTO-1584 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03



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Docket No.:

101430558

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Fresh Juice Company, Inc.
1000 American Superior Boulevard
Winterhaven, Florida 33884

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 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)

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: **6**

7. Total fee (37 CFR 3.41): \$ **\$165.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0437

08/14/2000 MTHA11 00000085 1941650
01 FC:481 40.00 DP
02 FC:482 125.00 DP

DO NOT USE THIS SPACE

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: **4**

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
1,941,650	USA		FLORIDA PIK'T
1,550,447	USA		FRESH PIK'T
1,593,320	USA		JUST PIK'T JR.
1,849,520	USA		JUST PIK'T
1,416,876	USA		JUST PIK'T
2,273,300	USA		Bottle Design

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
None			

TRADEMARK LICENSES

<u>Grantor</u>	<u>Serial or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
None				

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Fresh Juice Company, Inc., a Delaware corporation, (the "Assignor"), having its chief executive office at 1000 American Superior Blvd., Winterhaven, Florida 33884, 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.

THE FRESH JUICE COMPANY, INC., as Assignor

By: Robin Prever
Name: Robin Prever
Title: V.P.

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

By: [Signature]
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 The Fresh Juice Company, Inc., a Delaware corporation, on behalf of The Fresh Juice Company, Inc.

My commission expires:

Notarial Seal

Anastasia S. Kritzalis
Notary Public

ANASTASIA S. KRITZALIS
Notary Public, State of New York
No. 81-808884
Qualified in New York County
Commission Expires March 1, 2001