

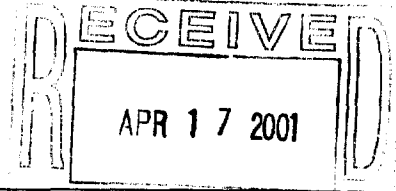
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



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
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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, Washington, D.C. 20231

TRADEMARK

REEL: 002287 FRAME: 0147

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

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)

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.

CHRISTINE M. RIGNEY, ESQ.

04-12-2001

Name of Person Signing

Signature

Date Signed

Attorney for Receiving Party,
Fleet National Bank

SCHEDULE "A" TO RECORDATION FORM COVER SHEET**TRADEMARK SCHEDULE****Additional Registrations**

<u>Mark</u>	<u>Serial No.</u>	<u>Class</u>	<u>Date Registered</u>
SABOR LATINO <LATIN FLAVOR TASTE>	2,122,240	32	12/16/97
SSIPS	1,409,766	32	9/16/86
SSIPS and Design	1,273,798	32	4/10/84
SSIPS SABOR LATINO <LATIN FLAVOR TASTE>	2,122,241	32	12/16/97
TREE RIPE	1,767,588	32	4/27/93
TREE-RIPE	1,425,045	32	1/13/87
VITASPORT	76/041,628	32	5/05/00
LA YOGURT	TMA316395	29	7/18/86
TREE-RIPE	TMA240488	32	5/20/88

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made on the 11th day of April, 2001 by and among JOHANNA FOODS, INC., a New Jersey corporation, having its principal office at Johanna Farm Road, Flemington, New Jersey 08822 (the "Assignor") and Fleet National Bank, having an office at 1125 Route 22 West, Bridgewater, New Jersey 08807, as Agent for Lenders, (hereinafter referred to as Assignee).

WITNESSETH:

WHEREAS, Assignor has executed and delivered its Revolving Credit, Term Loan and Security Agreement (the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Loan Documents") to the Assignee, and various financial institutions named therein or which hereafter become a party thereto (together with the Assignee collectively, "Lenders") and the Assignee as agent for Lenders (in such capacity, "Agent") to secure loans by Lenders to Assignor in the aggregate amount of \$24,000,000; and

WHEREAS, the Assignor owns the United States trademark applications and trademarks listed in Schedule A hereto, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks"); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to Assignee a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Assignee, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant to Assignee security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said grant of security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Assignor covenants and warrants that:

- (a) it is the true and lawful exclusive owner of all the Trademarks listed on Schedule A and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;

- (b) The Assignor agrees on a semi-annual basis to execute such additional agreements with respect to any new Trademark in which the Assignor hereinafter obtains title. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Trademark. The Assignor grants to Assignee an absolute power of attorney to sign any document which will be required by the United States Patent and Trademark Office in order to effect the security interest in each Trademark and record of same;

- (c) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

- (d) Each of the Trademarks is valid and enforceable;

(e) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the security interest to Assignee pursuant to this Agreement;

(f) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(g) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks;

(h) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(i) The Assignor hereby agrees not to divest itself of any right under any Trademark, which divestiture is reasonably likely to have a material adverse effect on Assignor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and

(j) The Assignor agrees to promptly, upon learning thereof, furnish Assignee in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Trademark, which infringement or violation is reasonably likely to have a material adverse effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement). The Assignor further agrees to prosecute any Persons infringing upon any Trademark to the extent such infringement could have a material adverse affect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement or other Loan Documents (the "Obligations").

- 2) Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's facilities (during normal business hours and upon reasonable notice) which maintain or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Assignee to ensure Assignor's compliance herewith.
- 3) Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent, such consent not to be unreasonably withheld or delayed.
- 4) If, before the Obligations have been satisfied in full, Assignor shall obtain title to any new Trademark, the provisions hereof shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.
- 5) Assignor authorizes Assignee to modify this Agreement by amending Schedule A, to include any future Trademarks covered hereby.
- 6) Upon the occurrence of any Event of Default and so long as same continues:
 - a) Assignee shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and other the Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located; and
 - b) Assignee may, in addition to any other remedies which may be available to Assignee, without being deemed to have made an election of remedies, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law,

otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) business days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

- 7) At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Assignee shall execute and deliver to Assignor at Assignor's expense all termination statements, releases and other instruments as may be necessary or proper to re-vest in Assignor full unencumbered title to the Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto and in accordance with the terms hereof.
- 8) Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or in the enforcement by Assignee of any of its rights or remedies under this Agreement, the Loan Agreement or any other Loan Document shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default.
- 9) Assignor shall have the duty, through counsel reasonably acceptable to Assignee, to prosecute diligently any actions for or in connection with Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademarks without the consent of Assignee, which consent shall not be unreasonably withheld or delayed.
- 10) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Assignee may, if necessary, be joined as a nominal party to such suit if Assignee shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Assignee in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.
- 11) Following the occurrence and during the continuation of an Event of Default, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 12) If Assignor fails to comply with any of its obligations hereunder, Assignee may do so in Assignor's name or in Assignee's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Assignee in full for all

expenses, including reasonable attorneys' fees, incurred by Assignee in protecting, defending and maintaining the Trademarks.

- 13) No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement, or under any Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14) All of Assignee's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW JERSEY IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND ASSIGNEE EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE ACTIONS OF LENDER. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the other Loan Documents embody the entire agreement and understanding between the Assignor and Assignee and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:



RICHARD A. COOK
Vice President and Chief Financial Officer
[SEAL]

JOHANNA FOODS, INC

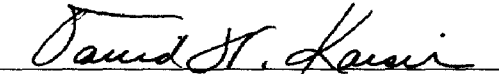
BY:



ROBERT A. FACCHINA
President

FLEET NATIONAL BANK,

By:



DAVID W. KAISER
Senior Vice President

STATE OF NEW JERSEY)
)
COUNTY OF Middlesex) : ss.

I CERTIFY that on April 11, 2001, ROBERT A. FACCHINA personally came before me and stated under oath to my satisfaction that:

- (a) this person is the President of Johanna Foods, Inc., the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
April 11, 2001

(sign) Joan E. Fabrizzi (notary)
(type name) JOAN E. FABRIZZI

JOAN E. FABRIZZI
NOTARY PUBLIC, State of New Jersey
My Commission Expires Feb. 24, 2005

**U.S. FEDERAL APPLICATIONS AND REGISTRATIONS
OF
JOHANNA FOODS, INC.**

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg./Filing Date</u>	<u>Goods/Class(es)</u>	<u>Next Action/Date</u>
DEVON FARMS	1,983,912	7/02/96	Dairy products, namely yogurt, milk, lowfat milk, extra rich milk, nonfat milk, buttermilk, chocolate milk, half and half, heavy cream, and light cream (Class 29)	8/15 Affidavit / 7/02/02
ESSENTIALS	76/030,790	4/19/00	Chilled and shelf stable juice and non-carbonated drinks (Class 32)	Response to Office Action due 7/04/01
FRUIT LA MORE	2,171,948	7/07/98	Dairy products, namely, yogurt (Class 29)	8/15 Affidavit / 7/07/06
J (Stylized)	1,270,894	3/20/84	Sour cream, cottage cheese, yogurt, eggnog, butter, cole slaw, shrimp salad, tuna salad, potato salad, potato and egg salad, chicken salad, dairy-based whipped topping, vegetable-based cream substitutes, bean salad, milk, low-fat milk, extra rich milk, nonfat milk, buttermilk, half-and-half, heavy cream, light cream, chocolate milk, low-fat chocolate milk and lemon juice (Class 29) Ice cream mixes for soft ice cream machines, mixes for frozen yogurt desserts, fruit gelatin desserts, apple-bread pudding, macaroni salads, rice pudding, and iced tea (Class 30) Orange juice, grapefruit juice, grape juice, apple juice, prune juice, tomato juice, cranberry juice, pineapple juice, fruit-flavored punch containing water, lemonade, orange-pineapple juice, and orange-grapefruit juice (Class 32)	Renewal – 3/20/04

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg./Filing Date</u>	<u>Goods/Class(es)</u>	<u>Next Action/Date</u>
JOHANNA	1,175,375	10/27/81	Milk, chocolate milk, buttermilk, lowfat milk, skim milk, cottage cheese, sour cream, heavy cream, light cream, half-and-half, plain yogurt, fruit flavored yogurt, butter (Class 29) Iced tea (Class 30) Fruit flavored drinks containing water; fruit juices, namely, orange, apple, grape, pineapple, orange-pineapple, apple-grape and grapefruit (Class 32)	Renewal – 10/27/01
JOHANNA FARMS	989,688	7/30/74	Fruit flavored drinks, all containing water (Class 32) Milk, chocolate milk, buttermilk, low fat milk, skim milk, cottage cheese, sour cream, heavy cream, light cream, half and half, and orange juice (Classes 29, 32)	Renewal - 7/30/04
LA YOGURT	1,524,710	2/14/89	Yogurt (Class 29)	Renewal - 2/14/09
LA YOGURT SABOR LATINO and Design	1,880,767	2/28/95	Flavored yogurt (Class 29)	Renewal – 2/28/05
REDDI-SUN	1,294,801	9/11/84	Orange juice made from concentrate (Class 32)	Renewal - 9/11/04
SABOR LATINO <LATIN FLAVOR TASTE>	2,122,240	12/16/97	Beverages, namely, fruit and vegetable juices and soft drinks (Class 32)	8/15 Affidavit – 12/16/03
SSIPS	1,409,766	9/16/86	Fruit juice drinks (Class 32)	Renewal - 9/16/06
SSIPS and Design	1,273,798	4/10/84	Non-alcoholic fruit flavored soft drinks containing water (Class 32)	Renewal - 4/10/04
SSIPS SABOR LATINO <LATIN FLAVOR TASTE>	2,122,241	12/16/97	Beverages, namely, fruit and vegetable juices and soft drinks (Class 32)	8/15 Affidavit – 12/16/03
TREE RIPE	1,767,588	4/27/93	Fruit juices and drinks (Class 32)	Renewal – 4/27/03
TREE-RIPE	1,425,045	1/13/87	Fruit juices and fruit juices cocktail mixes (Class 32)	Renewal – 1/13/07
VITASPORT	76/041,628	5/05/00	Aseptic and refrigerated, shelf stable beverages, namely, vitamin and mineral fortified juice and soft drinks (Class 32)	Response to Office Action due 4/20/01

**CANADIAN REGISTRATIONS
OF
JOHANNA FOODS, INC.**

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg./Filing Date</u>	<u>Goods/Class(es)</u>	<u>Next Action/Date</u>
LA YOGURT	TMA316395	7/18/86	Yogurt (Class 29)	Renewal – 7/18/01
TREE-RIPE	TMA240488	5/20/88	Fruit juices and fruit juices for cocktail mixes (Class 32)	Renewal – 5/20/03