

06-22-2001



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**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):  
Cooperatieve Centrale Raiffeisen-  
Boerenleenbank, B.A.

6-15-01

- Individual(s)
- General Partnership
- Corporation-State
- Other Bank
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: May 14, 2001

2. Name and address of receiving party(ies)

Name: McCain Citrus Inc. (now Pasco  
Juices, Inc.)

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 2905 Butterfield Road

City: Oak Brook State: Illinois Zip: 60521

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,670,438

Additional number(s) attached  Yes  No

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

Name: Galina A. Krasilovsky Kirman, Esq.

Internal Address: Winston & Strawn

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501-814

(Attach duplicate copy of this page if paying by deposit account)

**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.*

Galina A. Krasilovsky Kirman

Name of Person Signing

*Galina Kirman*  
Signature

6/15/01  
Date

Total number of pages including cover sheet, attachments, and document: 7

06/21/2001 DBYRNE C0000266 1670438

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40.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002317 FRAME: 0781**

## TRADEMARK ASSIGNMENT

WHEREAS, PASCO JUICES, INC. (formerly and by change of name from MCCAIN CITRUS INC.), a Delaware corporation with a place of business at 2905 Butterfield Road, Oak Brook, Illinois 60521 (hereinafter "ASSIGNOR"), is the owner of certain right, title and interest in and to certain trademarks, including the trademark registrations therefor and applications for registration thereof and the common law rights pertaining thereto, whatever they may be, throughout the world, with the exception of Canada (hereinafter the "MARKS"), identified in Schedule A hereto and incorporated herein by reference, and is the owner of the goodwill of the business symbolized by the MARKS and connected with the use thereof; and

WHEREAS, HANSEN JUNIOR JUICE COMPANY, a Delaware corporation located at 1010 Railroad Street, Corona, California 92882 (hereinafter "ASSIGNEE"), pursuant to that Asset Purchase Agreement dated of even date herewith among ASSIGNOR, ASSIGNEE and Hansen Beverage Company, is desirous of acquiring all of ASSIGNOR's right, title and interest in and to the MARKS, together with the applications therefor and registrations thereof and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby does assign, transfer and convey, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the MARKS (including, without limitation, the United States trademark applications and registrations therefor and all other registrations and applications for registration of such MARKS in all jurisdictions, with the exception of Canada), together with the goodwill of that portion of ASSIGNOR'S business symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the MARKS, or any license, agreement, contract or other matter relating thereto. ASSIGNOR warrants that the MARKS identified in Schedule A are free and clear of any liens, pledges, security interests and encumbrances, and that it has full and complete power and authority to sell, transfer and assign the MARKS to ASSIGNEE.

2. ASSIGNOR hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the MARKS are registered or in which an application for registration of one or more of the MARKS is pending (with the exception of Canada), to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the MARKS, together with all goodwill of the business associated with and symbolized by the MARKS, and to issue the Certificate of Registration resulting from any such application for registration of the MARKS or renewal of any existing registration of the MARKS to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the Assignment of the MARKS to ASSIGNEE with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the MARKS is or may be registered or in which applications for registration of one or more of the MARKS are pending (with the exception of Canada), under the relevant laws of the United States or any other jurisdictions, within a reasonable time of execution hereof.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 14<sup>th</sup> day of May, 2001.

PASCO JUICES, INC.  
A Delaware corporation

By: \_\_\_\_\_

Name: Greg Murray

Title: President / COO

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me, this 14<sup>th</sup> day of May, 2001, by GREG MURRAY, the PRESIDENT/COO of Pasco Juices, Inc., a Delaware corporation, on behalf of Pasco Juices, Inc. He is personally known to be or has produced \_\_\_\_\_, as identification.

Connie Mercer  
Notary Public  
Name: CONNIE MERCER  
Serial Number: CC 857720



Connie Mercer  
MY COMMISSION # CC857720 EXPIRES  
November 26, 2003  
BONDED THRU TROY FARM INSURANCE, INC.

HANSEN JUNIOR JUICE COMPANY  
A Delaware corporation

By: \_\_\_\_\_

Name: RODNEY SACKS

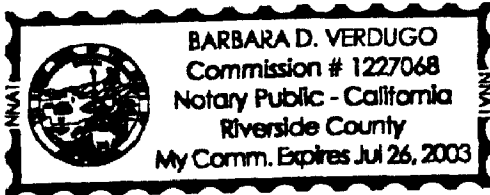
Title: CHAIRMAN & PRESIDENT

SEAL

State of California )  
County of Riverside ) ss

On this 9<sup>th</sup> day of May, 2001, before me personally appeared Rodney C. Sacks to me personally known, who being duly sworn, did say that ~~he~~ she is the Chairman & President of Hansen Junior Juice Company and that ~~he~~ she duly executed the foregoing instrument for and on behalf of Hansen Junior Juice Company, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Barbara D. Verdugo  
Notary Public



**SCHEDULE A**

**UNITED STATES**

<b>MARK</b>	<b>REG'N NO.</b>	<b>SERIAL NO.</b>
JUNIOR JUICE	1,670,438	73/811,311
UNCLE FROGGY	Common Law	
NICK	Common Law	
EMILY	Common Law	
RONALD	Common Law	
Uncle Froggy in Uniform Design	Common Law	
Nick the Fox with Cake Design	Common Law	
Nick the Fox Juggling Design	Common Law	
Emily the Mouse with Paintbrush Design	Common Law	
Emily the Mouse with Apple Design	Common Law	
Ronald the Rabbit with Bubbles Design	Common Law	
Ronald the Rabbit with Drum Design	Common Law	

**ALL JURISDICTIONS THROUGHOUT THE WORLD (Excluding Canada)**

<b>MARK</b>	<b>REG'N NO.</b>	<b>SERIAL NO.</b>
JUNIOR JUICE	Common law	
UNCLE FROGGY	Common Law	
NICK	Common Law	
EMILY	Common Law	
RONALD	Common Law	
Uncle Froggy in Uniform Design	Common Law	
Nick the Fox with Cake Design	Common Law	
Nick the Fox Juggling Design	Common Law	
Emily the Mouse with Paintbrush Design	Common Law	
Emily the Mouse with Apple Design	Common Law	
Ronald the Rabbit with Bubbles Design	Common Law	
Ronald the Rabbit with Drum Design	Common Law	