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PATENT & TRADEMARK OFFICE

06-27-2001

101762195

Form PTO-1594

(Rev 6-93)

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of P... nal documents or copy thereof.

1. Name of conveying party(ies):

FANTASIA FRESH JUICE COMPANY

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
*Corporations
☐ Other

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

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

Name: BANK OF AMERICA, N.A. as administrative agent

Internal Address: Independence Center, 15th Floor

Street Address: 101 North Tryon Street

City: Charlotte State: NC ZIP: 28255
Country:

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
* Other bank, financial institution

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 14, 2001

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

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

2,186,810

B. Trademark No.(s)

Additional numbers attached * Yes ☐ No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved:
1

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

* Enclosed (Check No. 19297)

☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Robert E. Rude II
Name of Person Signing

Signature

June 21, 2001
Date

Total number of pages comprising cover sheet and document attachments: 5

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TRADEMARK REGISTRATIONS

Trademark	Number	Registration Date
Fantasia	2,186,810	9/1/98

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FANTASIA FRESH JUICE COMPANY, an Illinois corporation (the "Assignor"), having its chief executive office at 5617 N. Pearl Street, Rosemont, Illinois 60018, 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 "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) the United States and foreign trademarks described on Schedule A hereto (as each such schedule may be amended, supplemented or modified from time to time) and any renewals thereof;

(ii) all other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;

(iii) all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof;

(iv) the goodwill of the business symbolized thereby or associated with each of the items described in clauses (i) through (iii) above;

(v) all reissues, extensions and renewals of any of the foregoing;

(vi) all claims for, and rights to sue for, past or future infringements or dilutions of any of the foregoing or for injury to the goodwill associated with any of the foregoing or for breach or enforcement of any license for the grant by or to the Assignor of any right to use any of the foregoing and all rights corresponding thereto throughout the world;

(vii) all licenses for the grant by or to the Assignor of any right to use any of the foregoing;

(viii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past or future infringements or dilutions thereof; and

(ix) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any

Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark or Trademark registration.

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 14, 2001, as amended, supplemented or modified from time to time (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.

This Assignment may be executed by the parties in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 14th day of June, 2001.

FANTASIA FRESH JUICE COMPANY, as Assignor

By: _____
Name: Louis E. Marinaccio
Title: Vice President

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

By: _____
Name: Kipling E. Davis
Title: Vice President

RECORDED: 06/21/2001

TRADEMARK
REEL: 002320 FRAME: 0373