

06-03-2002

CURR NPD 5/9/02

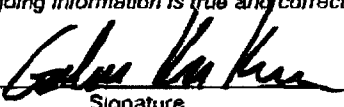
Form PTO-1594 (Rev. 03/01) **5-9-02** R
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



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

102106999

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

| | | | |
|--|--|--|--|
| <p>1. Name of conveying party(ies). McCain Citrus Inc. (now Pasco Juices, Inc.)</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | | <p>2. Name and address of receiving party(ies) Name: Hansen Junior Juice Company Internal Address: _____ Address: _____</p> <p>Street Address: 1010 Railroad Street City: Corona State: CA Zip: 92882</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>3. Nature of conveyance</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Correction of cover sheet</u> <u>Frame 0781</u> <u>Recorded at Reel 002317</u> Execution Date: <u>May 14, 2001</u></p> | | | |
| <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> | | <p>B. Trademark Registration No.(s) 1,670,438</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Galina A. Krasilovsky Kirman Internal Address: Winston & Strawn Street Address: 200 Park Avenue City: New York State: NY Zip: 10166</p> | | <p>6. Total number of applications and registrations involved <input type="checkbox"/> 1</p> <p>7. Total fee (37 CFR 3.41)..... \$ 40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 501-814 (Attach duplicate copy of this page if paying by deposit account)</p> | |
| DO NOT USE THIS SPACE | | | |
| <p>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.</p> <p><u>Galina A. Krasilovsky Kirman</u>  <u>5/9/02</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, assignments, and documents <input type="checkbox"/></p> | | | |

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

06/04/2002 6TON11 00000128 501814 1670438

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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) Association General Partnership Limited Partnership Corporation-State Other Bank Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: McCain Citrus Inc. (now Pasco Juices, Inc.) Internal 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: May 14, 2001

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 Signature Date 6/15/01

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

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

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 14th day of May, 2001.

PASCO JUICES, INC.
A Delaware corporation

By: [Signature]
Name: Greg Murray
Title: President/COO

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me, this 14th 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.

[Signature]
Notary Public
Name: CONNIE MERCER
Serial Number: CC857720



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

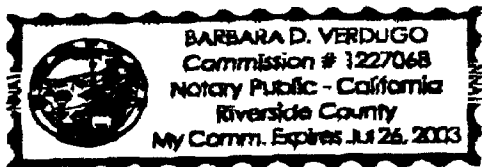
Title: CHAIRMAN & PRESIDENT

SEAL

State of California)
County of Riverside) ss

On this 9th 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**

| MARK | REG'N NO. | SERIAL NO. |
|--|------------------|-------------------|
| 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)

| MARK | REG'N NO. | SERIAL NO. |
|--|------------------|-------------------|
| 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 | |