



To the Honorable Commissioner of Patents 102173431

Original documents or copy thereof.

1. Name of conveying party(ies): Bank of America, NA 7.29.02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
[X] Other National banking associations chartered under Federal Law
Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies)
Name: Saratoga Beverage Group Inc.
Internal
Address:
Street Address: 100 American Superior Blvd.
City: Winterhaven State: FL Zip: 33884
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] 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
[X] Other Release of Security Agreement
Execution Date: December 27, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/662774
B. Trademark Registration No.(s) 2,129,959; 2,131,922; 2,233,022; 2,022,888
Additional number(s) attached Yes [X] No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert A. Lippman
Internal Address: Lemery Greisler LLC
Street Address 10 Railroad Place
City: Saratoga Springs State: NY Zip: 12866

7. Total fee (37 CFR 3.41) \$ 140.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Robert A. Lippman Name of Person Signing
Signature
July 22, 2002 Date
5

Total number of pages including cover sheet, attachments, and document: 5

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

07/31/2002 GT0N11 00030018 75662774 40.00 DP 100.00 DP

RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of December 27, 2001 (this "Release") is made by Bank of America, N.A., acting in its capacity as secured party for the benefit of the Lenders under the Amended Agreement (in such capacity, the "Secured Party") under that certain Amended and Restated Security Agreement, dated as of June 14, 2001 and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among the obligors from time to time party thereto (collectively, the "Obligors") and the Secured Party. Capitalized terms used but not defined in this Release have the meanings assigned thereto in the Security Agreement;

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Obligors granted to the Secured Party a continuing security interest in, among other things, all of the Obligors' United States Intellectual Property Collateral including those set forth on the attached Schedule A hereto (the "Released Intellectual Property Collateral");

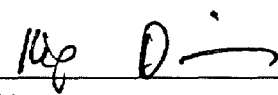
WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement solely with respect to the Released Intellectual Property Collateral recorded with the United States Patent and Trademark Office, such Released Intellectual Property Collateral being the only assets subject to the Security Agreement and recorded with the United States Patent and Trademark Office that are subject to that certain Stock Purchase Agreement dated as of December 18, 2001 among Ultimate Juice Co., Saratoga Spring Water Company and SSW Acquisition Corp.; (ii) release all of its security interest covering solely the Released Intellectual Property Collateral; (iii) restore all right, title and

any and all liens and encumbrances respecting solely the Released Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the effectiveness of the First Amendment to the Credit Agreement, dated as of December 21, 2001, among Holdings, the Borrower, the Lenders and Bank of America, N.A., as Administrative Agent, contemplated by clause (i) of Section 13 of such amendment, the Secured Party does hereby release its security interest solely in the Released Intellectual Property Collateral, and discharges, quit claims and relinquishes unto the Obligors (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party solely in the Intellectual Property Collateral.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.
as Secured Party

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

MARK	SER. #	REG. #	GOODS	COMMENTS
SARATOGA SPRING WATER	75/139784	2,129,959	Class 32 - bottled spring water	
SARATOGA SPLASH	75/141211	2,131,922	Class 32 - flavored spring water	
EVERYTHING ELSE IS JUST WATER	75/381176	2,233,022	Class 32 - spring water, namely, flavored spring water beverages	
MAN DESIGN	74/614904	2,022,888	Class 32 - noncarbonated soft drinks, namely flavored mineral waters, fruit juices and lemonade	

<p>SARATOGA SODA</p>	<p>75/662774</p>	<p>Pending</p>	<p>Class 32 - beverages, namely fruit juices, fruit drinks, fruit juice concentrates, aerated fruit juices, fruit nectars, fruit punch, vegetable juices, fruit flavored drinks , fruit drinks made with fruit, fruit juice and fruit flavors, lemonade, mineral waters, seltzer water, drinking water, aerated waters, spring waters, soda water, soft drinks, sport drinks, fruit concentrates and syrups for use in the making of fruit drinks and juices, and fruit drinks, etc.</p>	<p>Statement of Use or 2nd Request for Extension of Time due 11/16/02</p>
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