

AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS AGREEMENT OF ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Assignment") is dated the 17th of December 2003, by and between QUANTUM LEAP, LLC, dba Pacific Beverage, a Maryland limited liability company ("Assignor"), and HP HOOD INC., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor has adopted, used, and is using the trademarks and trade names listed on the attached Exhibit A (the "Marks");

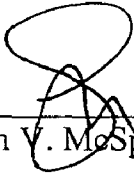
WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement dated December 3, 2003 (the "Purchase Agreement"), Assignee will acquire all right, title and interest in and to all or substantially all of the assets of Assignor, specifically including the Marks;

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee all right, title, and interest in and to the Marks, together with the goodwill symbolized thereby and appurtenant thereto, and any registrations or applications for registration therefor.
2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past infringement of the Mark, as well as the right to sue for and collect the same for its own use and enjoyment.
3. Assignor further authorizes the Director of the United States Patent & Trademark Office and any official of any state or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.
4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principles of conflicts of laws thereof.
5. This Assignment is executed as a part of a conveyance of all of the business assets and operations of the Assignor to the Assignee, which business is ongoing and existing.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

QUANTUM LEAP, LLC,
Assignor,

By: 
William V. McSpadden, Manager

H. P. HOOD INC.,
Assignee

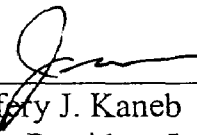
By: 
Jeffery J. Kaneb
Vice President Logistics

EXHIBIT A
To
Assignment of Trademarks

| <u>Mark</u> | <u>USPTO Appln. Serial No.</u> |
|---|--------------------------------|
| PACIFIC CHAI [& sun design] | 78/160,666 |
| PACIFIC CHAI [words only] | n/a |
| PACIFIC BEVERAGE [words only] | 78/166,868 |
| PACIFIC BEVERAGE [& sun design] | n/a |
| THE TASTE OF PEACE AND QUIET [words only] | n/a |

LIBC/1858050.1