1/14/04

01-21-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

102649868

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Jamba Juice Company

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State California
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address: Bay Area Commercial Banking
Street Address: 315 Montgomery Street
City: San Francisco State: CA Zip: 94104

- [ ] 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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 10/30/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Attached Schedule A
B. Trademark Registration No.(s) See Attached Schedule A

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jane Nunn Esq.
Internal Address: White & Case LLP - 22nd Floor
Street Address: 3 Embarcadero Center
City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 55

7. Total fee (37 CFR 3.41).....$ 1390.00
- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jane Nunn		01/14/2004
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 16

01/20/2004 ECOOPER 00000329 2145968
01 FC:8521 40.00 OP
02 FC:8522 1350.00 OP

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

SCHEDULE A
to Trademark Recordation Form

JAMBA JUICE COMPANY TRADEMARKS

NO.	MARK	COUNTRY	SERIAL/REG NO.	CLASS	STATUS
1.	APPLE SQUEEZE	United States	2,145,968	32	Registered
2.	BLACKBERRY BURST	United States	2,145,969	32	Registered
3.	BOYSENBERRY BLISS	United States	1,216,828	32	Registered
4.	CALYPSO GUAVA	United States	2,153,461	32	Registered
5.	CARIBBEAN PASSION	United States	2,243,494	32	Registered
6.	CARROT QUENCHER	United States	2,046,849	32	Registered
7.	CHOCOLATE MOO'D	United States	2,174,345	29	Registered
8.	CITRUS SQUEEZE	United States	2,138,335	32	Registered
9.	CRANBERRY CRAZE	United States	2,099,169	32	Registered
10.	CRANBERRY SPLASH	United States	2,219,672	32	Registered
11.	DRINK YOUR NEXT MEAL	United States	2,174,423	05, 29, 42	Registered
12.	GRAPE D'VINE	United States	2,219,671	32	Registered
13.	HAWAIIAN LUST	United States	2,187,103	32	Registered
14.	IT'S NOT JUST A SMOOTHIE, ITS A WAY OF LIFE!	United States	2,280,907	42	Registered
15.	JAMBA	United States	2,526,399	05, 25, 32	Registered
16.	JAMBA JUICE	United States	2,014,541	42	Registered
17.	JAMBA JUICE	United States	2,097,875	05, 25, 32	Registered
18.	JAMBA JUICE & DESIGN	United States	2,130,460	05, 25, 32, 35, 42	Registered
19.	JAMBA JUICE (STYLIZED)	United States	2,130,004	05, 32, 35, 42	Registered
20.	JAMBA POWER BOOST	United States	2,344,798	32	Registered
21.	JAMBOLAS	United States	2,307,007	30	Registered
22.	JUICE BOOST	United States	2,219,962	05	Registered
23.	JUICE CLUB	United States	2,183,888	25	Registered
24.	JUICE CLUB	United States	2,079,260	42	Registered
25.	JUICE CLUB WHIP IT, BEAT IT, BLEND IT! & DESIGN	United States	1,829,996	42	Registered
26.	JUST PEACHY	United States	2,072,010	32	Registered
27.	KIWI BERRY BURNER	United States	2,256,869	32	Registered
28.	LIME SUBLIME	United States	2,207,974	32	Registered
29.	OCEAN SUNRISE	United States	2,070,089	32	Registered
30.	ORANGE OCTANE	United States	2,072,008	32	Registered
31.	PACIFIC PASSION	United States	2,354,299	32	Registered
32.	PAPAYA PARADISE	United States	2,126,830	32	Registered
33.	PEACH PLEASURE	United States	2,126,829	32	Registered
34.	PEENYA-KOWLADA	United States	2,102,423	32	Registered
35.	PINEAPPLE PIZAZZ	United States	2,258,369	32	Registered
36.	PINEAPPLE SQUEEZE	United States	2,145,970	32	Registered

NO.	MARK	COUNTRY	SERIAL/REG NO.	CLASS	STATUS
37.	P-NUT BUTTER BASH	United States	2,130,159	29	Registered
38.	POWER SMOOTHIES	United States	78/295146	32	Pending
39.	POWERBERRY	United States	2,089,182	32	Registered
40.	PUMPKIN PATCH	United States	2,177,914	32	Registered
41.	RASPBERRY RAGE	United States	2,285,495	32	Registered
42.	RASPBERRY REFRESHER	United States	2,046,850	32	Registered
43.	RAZZMATAZZ	United States	2,334,084	32	Registered
44.	SOUPRIMO	United States	2,289,574	29	Registered
45.	SQUEEZE THE MOST OUT OF LIFE	United States	2,316,842	32	Registered
46.	STRAWBANNA	United States	2,144,233	32	Registered
47.	STRAWBERRIES WILD	United States	2,275,124	32	Registered
48.	THE COLDBUSTER	United States	2,299,491	32	Registered
49.	THE POWER MEAL!	United States	2,619,232	30, 32	Registered
50.	VIBRANT-C	United States	2,087,566	32	Registered
51.	WHIRL/TORNADO DESIGN	United States	2,209,377	05, 32, 42	Registered
52.	ZUK SPRINGS	United States	2,202,757	32	Registered
53.	ZUKA JUICE	United States	2,131,274	16, 32, 42	Registered
54.	ZUKA	United States	2,233,689	25	Registered
55.	ZUKACCINO	United States	2,187,725	30	Registered

SECURITY AGREEMENT

1. THE SECURITY. The undersigned Jamba Juice Company ("the Debtor") and its subsidiaries party hereto (together with the Debtor, the "Pledgors"), pursuant to that certain Loan Agreement of even date herewith between the Debtor and the Bank (the "Loan Agreement"), hereby assign and grant to Bank of America, N.A. ("the Bank") a security interest in the following described property now owned or hereafter acquired by the Pledgors ("Collateral"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, and general intangibles, including all amounts due to the Pledgors from a factor; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All equipment and fixtures of every type.

(d) All of the Pledgors' deposit accounts with the Bank. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, and certificates of deposit of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts covering the Collateral, and any causes of action relating to the Collateral.

(j) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Pledgors to the Bank. For the purposes of this Agreement, "Indebtedness" means all loans and advances made by the Bank to the Debtor and all other obligations and liabilities of the Pledgors to the Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by the Bank by

TRADEMARK
REEL: 002894 FRAME: 0374

assignment or otherwise, and including any obligation or liability arising pursuant to any derivative or hedge transaction of any kind entered into with the Bank and/or any affiliate of the Bank.

3. PLEDGORS' COVENANTS. The Pledgors represent, covenant and warrant that unless compliance is waived by the Bank in writing:

(a) The Pledgors will make commercially reasonable efforts to preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) Each Pledgor resides (if Pledgor is an individual), or each Pledgor's chief executive office (if Pledgor is not an individual) is located, in the state specified on the signature page hereof. In addition, each Pledgor (if not an individual or other unregistered entity), is incorporated in or organized under the laws of the state specified on such signature page. Each Pledgor shall give Bank at least thirty (30) days notice before changing its residence or its chief executive office or state of incorporation or organization. The Pledgors will notify the Bank in writing prior to any change in the location of any material Collateral, including the Books and Records.

(c) The Pledgors will notify the Bank in writing prior to any change in any Pledgor's name, identity or business structure.

(d) Unless otherwise agreed by the Bank, or, as permitted under the Loan Agreement, the Pledgors (i) have not granted and will not grant any security interest in any of the Collateral except to the Bank, and (ii) will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank.

(e) The Pledgors will promptly notify the Bank in writing of any event which materially and adversely affects the value of the Collateral, the ability of the Pledgors or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgors shall pay all reasonable costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest. Without waiving the Pledgors' default for failure to make any such payment, the Bank at its option may pay any such costs and expenses, discharge encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgors agree to reimburse the Bank on demand for any costs so incurred.

(g) Until the Bank exercises its rights to make collection, the Pledgors will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgors shall immediately deliver such document to the Bank, together with any necessary endorsements.

(i) The Pledgors will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Bank; provided, however, that the Pledgor may (i) sell inventory in the ordinary course of business, and (ii) dispose of obsolete Collateral, provided that as of the date of such disposal, there exists no event of default.

TRADEMARK
REEL: 002894 FRAME: 0375

(j) The Pledgors will maintain and keep in force insurance covering the Collateral against fire and extended coverages, to the extent that any Collateral is of a type which can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to the Bank and include a loss payable endorsement in favor of the Bank in a form acceptable to the Bank.

(k) Except for items of Collateral that may become fixtures in the ordinary course of build-out, modification or maintenance of the Pledgors' retail stores, the Pledgors will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgors first obtain the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other person.

(l) Except for withdrawals and other disbursements in the ordinary course of business, the Pledgors shall not withdraw funds from any deposit account which is part of the Collateral without the Bank's prior written consent. The Pledgors agree that, upon maturity of any deposit account with a maturity date, such deposit account shall be renewed at the Bank's then prevailing rate of interest for successive ninety (90) day periods (or such other time period as may be agreed by the Bank and the Pledgors). Notwithstanding the Bank's security interest in the proceeds of the deposit accounts, the Bank will continue to pay to the Pledgor interest accruing thereunder until the occurrence of a default under this Agreement, and thereafter all interest shall be credited to the account.

(m) Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgors have any right, title, or interest, throughout the world. The Pledgors will notify the Bank on a quarterly basis of any acquisition (by adoption and use, purchase, license or otherwise) of any material patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on the Exhibit. The Pledgors authorize the Bank, without notice to the Pledgors, to modify this Agreement by amending the Exhibit to include any such Collateral.

(n) Except as disclosed to the Bank in writing in paragraph 9 of the disclosure letter delivered by the Borrower to the Bank of even date herewith (the "Disclosure Letter"), the Pledgors will, at their expense, make reasonable efforts to (i) prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, (ii) maintain in effect all issued patents and will renew all trademark and service mark registrations material to their business, including payment of any and all maintenance and renewal fees relating thereto, and (iii) make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works any of which are material to their business. The Pledgors will, at their expense, also make reasonable efforts to (i) protect and defend all rights in their material intellectual property comprising the Collateral against any claims and demands of all persons other than the Bank, and (ii) enforce all rights in their material intellectual property comprising the Collateral against any and all infringers thereof. The Pledgors will not license any of their intellectual property comprising the Collateral, except in the ordinary course of business or with the Bank's prior written consent.

4. ADDITIONAL OPTIONAL REQUIREMENTS. The Pledgors agree that the Bank may at its option at any reasonable time, upon reasonable notice, whether or not the Pledgors are in default:

TRADEMARK
REEL: 002894 FRAME: 0376

(a) Require the Pledgors to deliver to the Bank (i) copies of or extracts from the Books and Records, and (ii) information on any material contracts or other matters materially affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgors to deliver to the Bank any instruments or chattel paper which are part of the Collateral.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral.

5. DEFAULTS. Any one or more of the following shall be a default hereunder:

(a) Any default or event of default occurs under the Loan Agreement or any other agreement between the Bank and any Pledgor, which is not cured prior to the expiration of any applicable cure period.

(b) Any Pledgor breaches any term, provision, warranty or representation under this Agreement and such breach continues uncured for thirty (30) days.

6. BANK'S REMEDIES AFTER DEFAULT. In the event of any default, the Bank may do any one or more of the following after giving any Pledgor any notice required under applicable law:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of the Bank in any deposit account of any Pledgor maintained with the Bank by applying such account to the Indebtedness.

(d) Require the Pledgors to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory other than sales of inventory in the ordinary course of business.

(e) Require the Pledgors to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.

(f) Require the Pledgors to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.

(g) Require the Pledgors to assemble all tangible and moveable Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgors' equipment, if the Bank deems such use reasonably necessary or advisable in order to take possession of,

TRADEMARK
REEL: 002894 FRAME: 0377

hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgors irrevocably authorize the Bank to endorse or sign any Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to any Pledgor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgors.

(k) Use or transfer any of the Pledgors' rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgors, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgors agree that any such use or transfer shall be without any additional consideration to the Pledgors. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgors have any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgors hereby consent to the appointment of such a receiver and agree not to oppose any such appointment.

(m) Take such measures as the Bank may deem reasonably necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgors hereby irrevocably constitute and appoint the Bank as the Pledgors' attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgors, except for any notice required by applicable law, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of any Pledgor or any guarantor or endorser of the Debtor's Indebtedness.

7. PLEDGOR NOT A DEBTOR. If any Pledgor is not the Debtor under some or all of the Indebtedness:

(a) The Pledgor authorizes the Bank, from time to time, without affecting the Pledgor's obligations under this Agreement, to enter into an agreement with the Debtor to change the interest rate on or renew the Indebtedness; accelerate, extend, compromise, or otherwise change the repayment terms or any other terms of the Indebtedness; receive and hold, exchange, enforce, waive, fail to perfect, substitute, or release Collateral, including collateral not originally covered by this Agreement; sell or apply any Collateral in any order; or release or substitute any borrower, guarantor or endorser of the Indebtedness, or other person.

(b) The Pledgor waives any defense by reason of the Debtor's or any other person's defense, disability, or release from liability. The Bank can exercise its rights against the Collateral even if the Debtor or any other person no longer is liable on the Indebtedness because of a statute of limitations or for other reasons.

TRADEMARK
REEL: 002894 FRAME: 0378

(c) The Pledgor agrees that it is solely responsible for keeping itself informed as to the financial condition of the Debtor and of all circumstances which bear upon the risk of nonpayment. The Pledgor waives any right it may have to require the Bank to disclose to the Pledgor any information which the Bank may now or hereafter acquire concerning the financial condition of the Debtor.

(d) The Pledgor waives all rights to notices of default or nonperformance by the Debtor. The Pledgor further waives all rights to notices of the existence or the creation of new indebtedness by the Debtor and all rights to any other notices to any party liable on any of the Indebtedness.

(e) The Pledgor represents and warrants to the Bank that it will derive benefit, directly and indirectly, from the collective administration and availability of credit under the Indebtedness. The Pledgor agrees that the Bank will not be required to inquire as to the disposition by the Debtor of funds disbursed by the Bank.

(f) Until all obligations to the Bank under the Indebtedness have been paid in full and any commitments of the Bank or facilities provided by the Bank with respect to the Indebtedness have been terminated, the Pledgor waives any right of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including without limitation, any claim or right of subrogation under the Bankruptcy Code (Title 11, United States Code) or any successor statute, which the Pledgor may now or hereafter have against the Debtor with respect to the Indebtedness. The Pledgor waives any right to enforce any remedy which the Bank now has or may hereafter have against the Debtor, and waives any benefit of, and any right to participate in, any security now or hereafter held by the Bank.

(g) The Pledgor waives any right to require the Bank to proceed against the Debtor or any other person; proceed against or exhaust any security; or pursue any other remedy. Further, the Pledgor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of the Pledgor under this Agreement or which, but for this provision, might operate as a discharge of the Pledgor.

(h) In the event any amount paid to the Bank on any Indebtedness or any interest in property transferred to the Bank as payment on any Indebtedness is subsequently recovered from the Bank in or as a result of any bankruptcy, insolvency or fraudulent conveyance proceeding, the Pledgor shall be liable to the Bank for the amounts so recovered up to the fair market value of the Collateral whether or not the Collateral has been released or the security interest terminated. In the event the Collateral has been released or the security interest terminated, the fair market value of the Collateral shall be determined, at the Bank's option, as of the date the Collateral was released, the security interest terminated, or said amounts were recovered.

(i) The Pledgor waives all rights and defenses that the Pledgor may have because any of the Indebtedness is secured by real property. This means, among other things: (i) the Bank may enforce this Agreement without first foreclosing on any real or personal property collateral pledged by the Debtor; and (ii) if the Bank forecloses on any real property collateral pledged by the Debtor: (1) the amount of the Indebtedness may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (2) the Bank may enforce this Agreement even if the Bank, by foreclosing on the real property collateral, has destroyed any right the Pledgor may have to collect from the Debtor. This is an unconditional and irrevocable waiver of any rights and defenses the Pledgor may have because any of the Indebtedness is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure. The Pledgor waives any right or defense it may have at law or

TRADEMARK
REEL: 002894 FRAME: 0379

equity, including California Code of Civil Procedure Section 580a, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure. The Pledgor waives any rights and defenses that are or may become available to the Pledgor by reason of Sections 2787 to 2855 inclusive, of the California Civil Code.

8. ENVIRONMENTAL MATTERS.

(a) Except as disclosed in writing to the Bank on or prior to the date of this Agreement, each Pledgor represents and warrants: (i) it is not in violation of any health, safety, or environmental law or regulation regarding hazardous substances and (ii) it is not the subject of any claim, proceeding, notice, or other communication regarding hazardous substances. "Hazardous substances" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

(b) Each Pledgor shall deliver to the Bank, promptly upon receipt, copies of all notices, orders, or other communications regarding (i) any enforcement action by any governmental authority relating to health, safety, the environment, or any hazardous substances with regard to such Pledgor's property, activities, or operations, or (ii) any claim against such Pledgor regarding hazardous substances.

(c) The Bank and its agents and representatives will have the right at any reasonable time, after giving reasonable notice to the Pledgors, to enter and visit any locations where the Collateral is located for the purposes of observing the Collateral, taking and removing environmental samples, and conducting tests. The Bank will make reasonable efforts during any site visit, observation or testing conducted pursuant to this paragraph to avoid interfering with the Pledgors' use of the Collateral. The Bank is under no duty to observe the Collateral or to conduct tests, and any such acts by the Bank will be solely for the purposes of protecting the Bank's security and preserving the Bank's rights under this Agreement. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") will (i) result in a waiver of any default of the Pledgors; (ii) impose any liability on the Bank; or (iii) be a representation or warranty of any kind regarding the Collateral (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event the Bank has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to any Pledgor or any other party, such Pledgor authorizes the Bank to make such a disclosure. The Pledgors further understand and agree that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to any Pledgor by the Bank or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of any Pledgor) by the Pledgor without advice or assistance from the Bank.

(d) The Pledgors will indemnify and hold harmless the Bank from any loss or liability the Bank incurs in connection with or as a result of this Agreement, which directly or indirectly arises out of the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance. This indemnity will apply whether the hazardous substance is on, under or about any Pledgor's property or operations or property leased to any Pledgor. The indemnity includes but is not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). The indemnity extends to the Bank, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns.

TRADEMARK
REEL: 002894 FRAME: 0380

9. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgors shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary. To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement. The Pledgors hereby irrevocably constitute and appoint the Bank as the Pledgors' attorney-in-fact to sign any financing statement or other document which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of the Bank's security interest in the Collateral and file any such financing statements and other documents by electronic means with or without a signature as authorized or required by applicable law or filing procedures.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgors or furnished to the Bank in connection with this Agreement must be in form and substance satisfactory to the Bank.

(d) This Agreement shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgors agree to pay immediately the costs and expenses thereof, together with reasonable attorney's fees and allocated costs for in-house legal services.

(h) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Bank and the Pledgors shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(i) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Indebtedness or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgors if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgors.

TRADEMARK
REEL: 002894 FRAME: 0381

Dated: October 30, 2003.

BANK OF AMERICA, N.A.

By: _____
Name: Lisa Thomas
Title: Senior Vice President

JAMBA JUICE COMPANY

By: _____
Name: Paul Clayton
Title: President and Chief Executive Officer

By: _____
Name: Joe O'Neill
Title: Chief Financial Officer

Pledgor Location:

1700 17th Street
San Francisco, California 94103

Pledgor's state of incorporation
or organization: California

Dated: October 30, 2003.

BANK OF AMERICA, N.A.

By: _____
Name: Lisa Thomas
Title: Senior Vice President

JAMBA JUICE COMPANY

By: _____
Name: Paul Clayton
Title: President and Chief Executive Officer

By: _____
Name: Joe O'Neill
Title: Chief Financial Officer

Pledgor's Location:

1700 17th Street
San Francisco, California 94103

Pledgor's state of incorporation
or organization: California

Exhibit A

Intellectual Property

MARK	COUNTRY	SERIAL/REG NO.	CLASS	STATUS
ALOHA PINEAPPLE	United States	78/291319	32	Pending
ALOHA PINEAPPLE	United States	78/301804	03	Pending
APPLE SQUEEZE	United States	2,145,968	32	Registered
BANANA BERRY	United States	78/291366	32	Pending
BANANA MAN	United States	78/202241	35	Pending
BANANA MAN DESIGN	United States	78/230888	43	Pending
BERRY LIME SUBLIME	United States	78/291372	32	Pending
BLACKBERRY BURST	United States	2,145,969	32	Registered
BOUNCE BACK BLAST	United States	76/418806	32	Pending
BOYSENBERRY BLISS	United States	1,216,828	32	Registered
BURNER BOOST	United States	78/295137	05	Pending
CALYPSO GUAVA	United States	2,153,461	32	Registered
CARIBBEAN PASSION	United States	2,243,494	32	Registered
CARROT QUENCHER	United States	2,046,849	32	Registered
CHOCOLATE MOO'D	United States	2,174,345	29	Registered
CITRUS SQUEEZE	United States	2,138,335	32	Registered
CRANBERRY CRAZE	United States	2,099,169	32	Registered
CRANBERRY SPLASH	United States	2,219,672	32	Registered
DRINK YOUR NEXT MEAL	United States	2,174,423	05, 29, 42	Registered
FEMME BOOST	United States	78/294977	05	Pending
FIBER BOOST	United States	78/294963	05	Pending
GLOBAL INITIATIVE FOR ASTHMA (AND DESIGN)	United States	2,174,375	42	Registered
GRAPE D'VINE	United States	2,219,671	32	Registered
HAWAIIAN LUST	United States	2,187,103	32	Registered
INSTA-FRUIT	United States	78/202219	35	Pending
IT'S NOT JUST A SMOOTHIE, ITS A WAY OF LIFE!	United States	2,280,907	42	Registered
IT'S THE MAGIC OF FRUIT	United States	76/441252	43	Pending
JAMBA	Canada	1135492	05, 25, 32, 35, 43	Pending
JAMBA	European Union	003030079	05, 32, 43	Pending
JAMBA	United States	2,526,399	05, 25, 32	Registered
JAMBA	United States	2,110,410	09	Registered
JAMBA AND DESIGN	China	1443352	05	Registered
JAMBA CURBSIDE	United States	78/308153	39	Pending
JAMBA DELITES	United States	78/189070	32	Pending
JAMBA FRUIT FIX	United States	78/301762	29	Pending
JAMBA GO-GO	United States	76/441229	43	Pending
JAMBA JUICE	Argentina	2403861	43	Pending
JAMBA JUICE	Argentina	2403860	32	Pending
JAMBA JUICE	Australia	760081	25, 29, 32, 35, 42	Registered
JAMBA JUICE	Bahamas	25756	42	Pending
JAMBA JUICE	Bahamas	25757	44	Pending

TRADEMARK
REEL: 002894 FRAME: 0384

JUICE BOOST	United States	2,219,962	05	Registered
JUICE CLUB	United States	2,183,888	25	Registered
JUICE CLUB	United States	2,079,260	42	Registered
JUICE CLUB WHIP IT, BEAT IT, BLEND IT! & DESIGN	United States	1,829,996	42	Registered
JUST PEACHY	United States	2,072,010	32	Registered
KIWI BERRY BURNER	United States	2,256,869	32	Registered
LIME SUBLIME	United States	2,207,974	32	Registered
MANGO-A-GO-GO	United States	78/291314	32	Pending
OCEAN SUNRISE	United States	2,070,089	32	Registered
ORANGE BERRY BLITZ	United States	78/291369	32	Pending
ORANGE DREAM MACHINE	United States	78/291321	32	Pending
ORANGE DREAMPOPS	United States	78/189072	32	Pending
ORANGE OCTANE	United States	2,072,008	32	Registered
ORANGE-A-PEEL	United States	78/291,318	32	Pending
PACIFIC PASSION	United States	2,354,299	32	Registered
PAPAYA PARADISE	United States	2,126,830	32	Registered
PEACH PLEASURE	United States	2,126,829	32	Registered
PEANUT BUTTER MOO'D	United States	78/291337	32	Pending
PEENYA-KOWLADA	United States	2,102,423	32	Registered
PERFORMANCE BOOST	United States	78/294999	05	Pending
PINEAPPALOOZA	United States	78/291364	32	Pending
PINEAPPLE PIZAZZ	United States	2,258,369	32	Registered
PINEAPPLE SQUEEZE	United States	2,145,970	32	Registered
P-NUT BUTTER BASH	United States	2,130,159	29	Registered
POWER SMOOTHIES	United States	78/295146	32	Pending
POWERBERRY	United States	2,089,182	32	Registered
PROTEIN BERRY PIZZAZZ	United States	78/291325	32	Pending
PROTEIN BOOST	United States	78/294947	05	Pending
PUMPKIN PATCH	United States	2,177,914	32	Registered
PURE SPLENDOR FROM A BLENDER	United States	78/202231	35	Pending
RASPBERRY RAGE	United States	2,285,495	32	Registered
RASPBERRY REFRESHER	United States	2,046,850	32	Registered
RAZZMATAZZ	United States	2,334,084	32	Registered
SAY IT WITH A SMOOTHIE & DESIGN	United States	78/208578	16	Pending
SONIC PULP RECORDS	United States	78/301773	09	Pending
SOUPRIMO	United States	2,289,574	29	Registered
SQUEEZE THE MOST OUT OF LIFE	United States	2,316,842	32	Registered
STRAWBANNA	United States	2,144,233	32	Registered
STRAWBERRIES WILD	United States	2,275,124	32	Registered
STRAWBERRIES WILD!	United States	78/301799	03	Pending
STRAWBERRY SAMPLER	United States	78/301778	09	Pending
THE COLDBUSTER	United States	2,299,491	32	Registered
THE POWER MEAL!	United States	2,619,232	30, 32	Registered
VERY BERRY BLISS	United States	78/189052	32	Pending
VIBRANT-C	United States	2,087,566	32	Registered
VIBRANT-C BOOST	United States	78/295032	05	Pending
WHIRL DESIGN	Australia	881727	42	Registered
WHIRL DESIGN	Bahamas	25759	42	Pending
WHIRL DESIGN	Bahamas	25760	44	Pending
WHIRL DESIGN	Bahamas	25761	50	Pending
WHIRL DESIGN	Brazil	823417859	42	Pending

WHIRL DESIGN	China	2001131107	42	Pending
WHIRL DESIGN	Costa Rica	138090	43	Registered
WHIRL DESIGN	European Community	002294395	05, 32, 42	Registered
WHIRL DESIGN	Japan	4603407	42	Registered
WHIRL DESIGN	Korea	83246	42	Registered
WHIRL DESIGN	Malaysia	2001/12651	43	Pending
WHIRL DESIGN	Mexico	722935	42	Registered
WHIRL DESIGN	New Zealand	649400	42	Registered
WHIRL DESIGN	Singapore	T01/11011D	42	Registered
WHIRL DESIGN	Taiwan	173398	42	Registered
WHIRL/TORNADO DESIGN	United States	2,209,377	05, 32, 42	Registered
ZUKA	United States	2,233,689	25	Registered
ZUKA JUICE	United States	2,131,274	16, 32, 42	Registered
ZUK SPRINGS	United States	2,202,757	32	Registered
ZUKACCINO	United States	2,187,725	30	Registered