

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fresh Solutions, Inc.		08/16/2004	CORPORATION: NEW JERSEY
Fresh Solutions, Inc.		08/16/2004	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	The Ultimate Juice Company
Street Address:	180 Mt. Airy Road
City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1671295	ULTIMATE
Registration Number:	2188085	THE ULTIMATE JUICE

CORRESPONDENCE DATA	
Fax Number:	(908)725-7088
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	908-722-5640
Email:	b.gaynor@br-tmlaw.com
Correspondent Name:	Stephen L. Baker
Address Line 1:	626 North Thompson Street
Address Line 4:	Raritan, NEW JERSEY 08869

NAME OF SUBMITTER:	Stephen L. Baker
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Total Attachments: 4
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ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK (the "Assignment") executed by Fresh Solutions, Inc., a New Jersey corporation having its principal place of business at 180 Mt. Airy Road, Basking Ridge, NJ 07920 ("Assignor"), to The Ultimate Juice Co., a Delaware corporation having its principal place of business at 180 Mt. Airy Road, Basking Ridge, NJ 07920 ("Assignee").

WHEREAS, Assignor owns the registrations set forth on Schedule A hereto (the "Assigned Marks"); and

WHEREAS, Assignor has agreed to assign all of Assignor's right, title and interest in and to the Assigned Marks to Assignee;

NOW, THEREFORE, for \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Effective as of February 18, 2003, Assignor contributes to Assignee all right, title and interest of Assignor in and to the Assigned Marks, and the goodwill of the business connected with the use thereof and symbolized thereby free from any liens; all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment shall be binding upon and inure to the benefit of the parties and their successors, heirs, legatees and assigns.

Assignor hereby agrees that Assignor shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as reasonably have been or may be requested by the Assignee to confirm the rights and obligations provided for hereunder and render effective the consummation of the transaction contemplated hereby.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed this 16th day of August, 2004.

FRESH SOLUTIONS, INC.



By: _____

Name: Lou Marinaccio

Title: Vice President

SCHEDULE A

Assigned Marks

ULTIMATE and Design – Registration No. 2,075,085

ULTIMATE – Registration No. 1,671,295

THE ULTIMATE JUICE – Registration No. 2,188,085