

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Naked Juice Co. of New Jersey, Inc.		12/21/2004	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	D.B. Zwirn Special Opportunities Fund, L.P.		
Street Address:	745 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2449050	FRESH SOLUTIONS	
Registration Number:	2524263	FRESH LOOK	
Registration Number:	2524262	FRESH FLASH	
Registration Number:	2619493	FRESH FACTS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel Angel, Esq.		
Signature:	/sas for da/		

CH \$115.00 2449050

Date:

02/11/2005

Total Attachments: 6

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**TRADEMARK SECURITY AGREEMENT
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NAKED JUICE CO. OF NEW JERSEY, INC., a New Jersey corporation (the "Assignor"), having its chief executive office at 935 W. Eighth Street, Azusa CA 91702, hereby grants to D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership, as Collateral Agent (the "Assignee"), with offices at 745 Fifth Avenue, 18th Floor, New York NY 10151, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) the United States trademarks described on Schedule A hereto (as such schedule may be amended, supplemented or modified from time to time) and any renewals thereof;

(ii) all other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;

(iii) the goodwill of the business symbolized thereby or associated with each of them;

(iv) all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof;

(v) all reissues, extensions and renewals thereof;

(vi) all claims for, and rights to sue for, past or future infringements of any of the foregoing;

(vii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past or future infringements thereof; and

(viii) all proceeds and products of any and all of the foregoing.

This Trademark Security Agreement is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Obligors from time to time party thereto and the Assignee, dated as of December 21, 2004, as amended, supplemented or modified from time to time (the "Security Agreement"). The terms and provisions of the Security Agreement are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the ___ day of December, 2004.

NAKED JUICE CO. OF
NEW JERSEY, INC.

By: 

Name: Louis E. Marinaccio
Title: Vice President

D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.,
as Collateral Agent


By: _____

Name:
Title:

D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.,
as Collateral Agent

By: D. B. ZWIRN PARTNERS, LLC,
its general partner

By: ZWIRN HOLDINGS, LLC,
its managing member

By:  _____

Name:
Title:

SCHEDULE A

Company	Country	Trademark	Application	Registration No.	Filing Date	Registration Date	Classes	Pending/ Registered
Fresh Solutions, Inc. ¹ Fresh Solutions, Inc.	United States	Fresh Solutions	75/943,959	2,449,050	3/14/2000	5/8/2001	Business Consultation Services Provided to Wholesalers, Retailers and Restaurants concerning the Purchasing, and Shipping, and Distribution of Food Products	Registered
Fresh Solutions, Inc.	United States	Fresh Look	75/943,957	2,524,263	3/14/2000	1/1/2002	Business Consultation Services Provided to Wholesalers, Retailers and Restaurants concerning the Purchasing, and Shipping, and Distribution of Food Products	Registered

¹ Fresh Solutions, Inc. is the former name of Naked Juice Co. of New Jersey, Inc.

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Classes</u>	<u>Pending/ Registered</u>
Fresh Solutions, Inc.	United States	Fresh Flash	75/943,956	2,524,262	3/14/2000	1/1/2002	Business Consultation Services Provided to Wholesalers, Retailers and Restaurants concerning the Purchasing, and Shipping, and Distribution of Food Products	Registered
Fresh Solutions, Inc.	United States	Fresh Facts	75/943,955	2,619,493	3/14/2000	9/17/2002	Newsletter Directed to Wholesalers, Retailers and Restaurants concerning the Purchasing, Shipping and Distribution of Food Products	Registered