

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
Fantasia Fresh Juice Company		12/21/2004	CORPORATION: ILLINOIS
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2536327	FANTASIA	
Registration Number:	2186810	FANTASIA	
Registration Number:	2871050	FOOD-JUICE	
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/		
Date:	02/11/2005		

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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, FANTASIA FRESH JUICE COMPANY, an Illinois 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.

FANTASIA FRESH JUICE COMPANY

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

<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>
Fantasia Fresh Juice Company	United States	Fantasia	76/228,993	2,536,327	3/22/2001	2/25/2002	Fruit and Vegetable Juices and Combinations thereof, and Fruit-based Beverages, whether Pasteurized and Unpasteurized	Registered
Fantasia Fresh Juice Company	United States	Fantasia	75/253,345	2,186,810	3/7/1997	9/1/1998	All Natural, Perishable, Non-Alcoholic, Unpasteurized, Fresh Fruit and Vegetable Juices and All Natural, Perishable, Non-Alcoholic, Unpasteurized, Fresh Fruit and Vegetable Smoothies	Registered
Fantasia Fresh Juice Company	United States	Food-Juice	76/500,690	2,871,050	2/19/2003	8/10/2004	Fruit and Vegetable Juices and Combinations thereof, and Fruit Based Beverages whether Pasteurized or Unpasteurized	Registered

<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>
Fantasia Fresh Juice Company	United States	Super-Food	76/500,690	2,871,050	2/19/2003	8/10/2004	Fruit and Vegetable Juices and Combinations thereof, and Fruit-based Beverages whether Pasteurized and Unpasteurized	Registered