

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		02/16/2005	National Banking Association:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	California Day-Fresh Foods, Inc., n/k/a Naked Juice Co. of Glendora, Inc.
<b>Street Address:</b>	533 West Foothill Boulevard
<b>City:</b>	Glendora
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91741
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 96**

Property Type	Number	Word Mark
Registration Number:	2235934	BERRY NAKED
Registration Number:	2219057	CHROMIUM CRUSHER
Registration Number:	2175149	
Registration Number:	1970420	EARTH JUICE
Registration Number:	2246027	ECHINACEA ENHANCER
Registration Number:	2182524	GREEN DREAM
Registration Number:	2066707	GREEN MACHINE
Registration Number:	2242270	GREEN MIX
Registration Number:	2221782	MANGO ME
Registration Number:	2263624	NAKED
Registration Number:	2155051	NAKED
Registration Number:	1928544	NAKED
Registration Number:	2071684	NAKED
Registration Number:	2173153	NAKED

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Registration Number:	2155052	NAKED
Registration Number:	2235341	NAKED
Registration Number:	2155050	NAKED
Registration Number:	2286243	NAKED
Registration Number:	2211517	NAKED BLUEBERRY BOOSTER
Registration Number:	1631011	NAKED FOODS
Registration Number:	1711939	NAKED FOODS FRESHEST FOODS ALIVE
Registration Number:	1942478	NAKED FRUIT
Registration Number:	2235935	NAKED IN PARADISE
Registration Number:	1486401	NAKED JUICE
Registration Number:	1973462	NAKED NECTAR
Registration Number:	2048859	NAKED SALSA
Registration Number:	2054474	NAKED SAUCE
Registration Number:	2180956	NAKED SHAKE
Registration Number:	1885136	NAKED SUN TEA
Registration Number:	2223087	NAKED SUNRISE
Registration Number:	2113463	NAKED SUPER JUICE
Registration Number:	2242269	PROTEIN COLADA
Registration Number:	2181212	PROTEIN ZONE
Registration Number:	2223888	PURPLE POWER
Registration Number:	1992314	RAINBOW FRESH JUICES
Registration Number:	2222903	SALAD IN A BOTTLE
Registration Number:	2217460	SPIRULINA SUNSHINE
Registration Number:	2260135	SUPER SIXTEEN
Registration Number:	2114064	TANGERINE SCREAM
Registration Number:	1928701	TRUE NATURE
Registration Number:	2215320	TURBO C
Registration Number:	2263272	VITA BANG 16
Registration Number:	2221786	ZIPPITEA
Serial Number:	75621931	
Serial Number:	75348472	
Serial Number:	75348473	
Serial Number:	75348471	
Serial Number:	75355553	
Serial Number:	75616336	LIGHT PROCESS

Serial Number:	75702452	LIGHT PROCESSED
Serial Number:	75271740	MIGHTY MANGO
Serial Number:	75656757	MOJAVE MAGIC
Serial Number:	75348299	NAKED
Serial Number:	75348309	NAKED
Serial Number:	75355554	NAKED
Serial Number:	75348307	NAKED
Serial Number:	75348441	NAKED
Serial Number:	75348308	NAKED
Serial Number:	75348468	NAKED
Serial Number:	75348289	NAKED
Serial Number:	75356047	NAKED
Serial Number:	75671878	TIDAL WAVE
Serial Number:	75552512	VINTAGE VIXENS
Serial Number:	75456111	VITAL VEGGIE
Serial Number:	75456972	WISE GUY
Registration Number:	2281889	AS FRESH AS THE SPEED LIMIT ALLOWS
Registration Number:	2186924	AS FRESH AS THE SPEED LIMIT WILL ALLOW
Registration Number:	2003927	BIG 'N BETA
Registration Number:	1975334	CAPITAL C
Registration Number:	1994108	DRINK YOUR FRUIT!
Registration Number:	2243390	JUICIE CUBES
Registration Number:	1991757	MONSTER MANGO
Registration Number:	2001810	PRIMITIVE PAPAYA
Registration Number:	1986723	WIMAN'S
Registration Number:	1872015	WIMAN'S JUST FRESH
Serial Number:	75476869	ADVANCED CITRUS
Serial Number:	75679822	BIG RUSH
Serial Number:	75679807	FRESH FRUIT RUSH
Serial Number:	75679823	FRUIT RUSH
Serial Number:	75694491	FULL COURT RUSH
Serial Number:	75694492	FULL RUSH
Serial Number:	75785871	HOT RAVE!
Serial Number:	75679808	IMAGE
Serial Number:	75531615	NAPA NATURALS

Serial Number:	75679854	PRESENTATION
Serial Number:	75784483	RAVE!
Serial Number:	75694695	ROYAL RUSH
Serial Number:	75308483	RXSOURCES
Serial Number:	75531617	SONOMA JUICE
Serial Number:	75531609	SONOMA NATURALS
Serial Number:	75904596	WIMAN'S
Serial Number:	75784484	WIMAN'S WARMUPS
Serial Number:	75813252	X-ENTIALS
Serial Number:	75308521	XSENTIALS
Serial Number:	75786633	XSENTIALS
Registration Number:	2280433	NAKED

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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:	02/17/2005

**Total Attachments: 7**  
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date executed below and is granted by **BANK OF AMERICA, N.A.**, as collateral agent, with offices at Independence Center, 15<sup>th</sup> Floor, NC-001-15-04, 101 North Tryon Street, Charlotte, North Carolina 28255 ("Releasor"), in favor of **CALIFORNIA DAY-FRESH FOODS, INC.** (n/k/a Naked Juice Co. of Glendora, Inc.), a California corporation, with offices at 533 West Foothill Boulevard, Glendora, California 91741 ("Releasee").

**WHEREAS**, pursuant to that certain Amended and Restated Security Agreement, dated as of June 14, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "Security Agreement") by and among Releasee; Releasor, as collateral agent; and the certain other parties described therein, the certain other parties agreed to make loans and other financial accommodations to Releasee;

**WHEREAS**, pursuant to the Security Agreement, Releasee executed that certain Assignment of Security Interest in United States Trademarks, dated as of June 14, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Security Agreement) (collectively, the "Trademark Collateral"):

- (a) the United States and foreign trademarks described on Schedule A attached hereto (as each such schedule may be amended, supplemented or modified from time to time) and any renewals thereof;
- (b) 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;
- (c) 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, any state thereof or any other country or any political subdivision thereof;
- (d) the goodwill of the business symbolized thereby or associated with each of the items described in clauses (i) through (iii) above;
- (e) all reissues, extensions and renewals of any of the foregoing;

(f) all claims for, and rights to sue for, past or future infringements or dilutions of any of the foregoing or for injury to the goodwill associated with any of the foregoing or for breach or enforcement of any license for the grant by or to the Releasee of any right to use any of the foregoing and all rights corresponding thereto throughout the world;

(g) all licenses for the grant by or to the Releasee of any right to use any of the foregoing;

(h) 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 or dilutions thereof; and

(i) all products and proceeds of the foregoing, including any claim by the Releasee against third parties for past, present or future infringement or dilution of any trademark or trademark registration, including any trademark listed on Schedule A attached hereto, or for injury to the goodwill associated with any trademark or trademark registration.

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2316/Frame 870 on June 21, 2001;

**WHEREAS**, Releasee has paid all of its outstanding indebtedness to Releasor;

**WHEREAS**, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement, the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

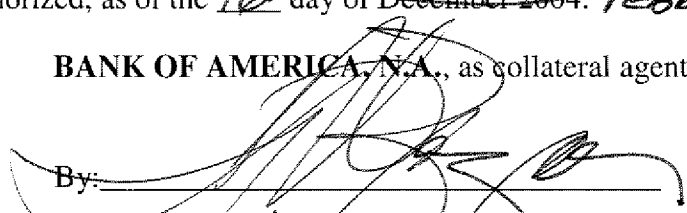
**WHEREAS**, Releasor is willing to release and discharge fully the Security Interest.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Trademark Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the ~~16<sup>th</sup>~~ day of ~~December~~ FEBRUARY 2004.

**BANK OF AMERICA, N.A.**, as collateral agent

By:   
Name: F. A. ZAGIB  
Title: SENIOR VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

SS.:

COUNTY OF KINGS

On this 16<sup>TH</sup> day of FEBRUARY, 2005, before me, the undersigned, personally appeared F.A. ZAGAR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

HANNELORE-GABRIELA BRAUNSTEIN  
Notary Public, State of New York  
No. 01BR6060756  
Qualified in Kings County  
Commission Expires July 2, 2007

Hannelore-Gabriela Braunstein  
[NOTARY SEAL]



**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Registration/Application Number</u></b>	<b><u>Registration Date</u></b>
BERRY NAKED	2,235,934	3/30/99
CHROMIUM CRUSHER	2,219,057	1/19/99
Circle Design in Color	2,175,149	7/21/98
EARTH JUICE	1,970,420	4/23/96
ECHINACEA ENHANCER	2,246,027	5/18/99
GREEN DREAM	2,182,524	8/18/98
GREEN MACHINE	2,066,707	6/3/97
GREEN MIX	2,242,270	4/27/99
MANGO ME	2,221,782	2/2/99
NAKED	2,263,624	7/20/99
NAKED	2,155,051	5/5/98
NAKED	2,280,443	9/28/99
NAKED	1,928,544	10/17/95
NAKED	2,071,684	6/17/97
NAKED&Design	2,173,153	7/14/98
NAKED (Old stylized version)	2,155,052	5/5/98
NAKED (Stylized)	2,235,341	3/23/99
NAKED (Stylized)	2,155,050	5/5/98
NAKED (Stylized)	2,286,243	10/12/99
NAKED BLUEBERRY BOOSTER	2,211,517	12/15/98
NAKED FOODS	1,631,011	1/8/91
NAKED FOODS FRESHEST FOOD	1,711,939	9/1/92
NAKED FRUIT	1,942,478	12/19/95
NAKED IN PARADISE	2,235,935	3/30/99
NAKED JUICE	1,486,401	4/26/88
NAKED NECTAR	1,973,462	5/7/96
NAKED SALSA	2,048,859	4/1/97
NAKED SAUCE	2,054,474	4/22/97
NAKED SHAKE	2,180,956	8/11/98
NAKED SUN TEA	1,885,136	3/21/95
NAKED SUNRISE	2,223,087	2/9/99
NAKED SUPER JUICE	2,113,463	11/18/97
PROTEIN COLADA	2,242,269	4/27/99
PROTEINZONE	2,181,212	8/11/98
PURPLE POWER	2,223,888	2/16/99
RAINBOW FRESH JUICES	1,992,314	8/13/96

and design		
SALAD IN A BOTTLE	2,222,903	2/9/99
SPIRULINA SUNSHINE	2,217,460	1/12/99
SUPER SIXTEEN	2,260,135	7/6/99
TANGERINE SCREAM	2,114,064	11/18/97
TRUE NATURE	1,928,701	10/17/95
TURBO C	2,215,320	12/29/98
VITA BANG 16	2,263,272	7/20/99
ZIPPITEA	2,221,786	2/22/99
Circle and Ribbon Design	75/621,931	1/15/99
Circle Design in Color	75/348,472	8/28/97
Circle Design in Color	75/348,473	8/28/97
Circle Design in Color	75/348,471	8/28/97
Circle Design in Color	75/355,553	9/12/97
LIGHT PROCESS	75/616,336	1/6/99
LIGHT PROCESSED	75/702,452	5/11/99
MIGHTY MANGO	75/271,740	4/9/97
MOJAVE MAGIC	75/656,757	3/9/99
NAKED	75/656,757	8/28/97
NAKED	75/348,299	8/28/97
NAKED & Design	75/348,309	8/28/97
NAKED & Design	75/355,554	9/12/97
NAKED & Design	75/348,307	8/28/97
NAKED & Design	75/348,441	8/28/97
NAKED & Design	75/348,308	8/28/97
NAKED (Stylized)	75/348,468	8/28/97
NAKED (Stylized)	75/348,289	8/28/97
NAKED (Stylized)	75/356,047	9/12/97
TIDAL WAVE	75/671,878	3/31/99
U-LIKE JUICE	75/552,512	7/19/94
VITAL VEGGIE	75/456,111	3/24/98
WISE GUY	75/456,972	3/25/98
AS FRESH AS THE SPEED LIMIT ALLOWS	2,281,889	9/28/99
AS FRESH AS THE SPEED LIMIT WILL ALLOW	2,186,924	9/1/98
BIG 'N BETA	2,003,927	10/1/96
CAPITAL C	1,975,334	5/21/96
DRINK YOUR FRUIT!	1,994,108	8/13/96
JUCIE CUBES	2,243,390	5/4/99
MONSTER MANGO	1,991,757	8/6/96
PRIMITIVE PAPAYA	2,001,810	9/17/96
WIMAN'S	1,986,723	7/16/96
WIMAN'S JUST FRESH	1,872,015	1/3/95

ADVANCED CITRUS	75/476,869	4/24/98
BIG RUSH	75/679,822	4/8/99
FRESH FRUIT RUSH	75/679,807	4/8/99
FRUIT RUSH	75/679,823	4/8/99
FULL COURT RUSH	75/694,491	4/29/99
FULL RUSH	75/694,492	4/29/99
HOT RAVE!	75/785,871	8/25/99
IMAGE	75/679,808	4/8/99
NAPA NATURALS	75/531,615	8/5/98
PRESENTATION	75/679,854	4/5/99
RAVE!	75/784,483	8/25/99
ROYAL RUSH	75/694,695	4/29/99
RESOURCES	75/308,483	6/13/97
SONOMA JUICE	75/531,617	8/5/98
SONOMA NATURALS	75/531,609	8/5/98
WIMAN'S	75/904,596	1/28/00
WIMAN'S WARMUPS	75/784,484	8/25/99
X-ENTIALS	75/813,252	10/1/99
XSSSENTIALS	75/308,521	6/13/97
XSSSENTIALS	75/786,633	8/27/99