

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A. | | 02/16/2005 | National Banking Association: |
| RECEIVING PARTY DATA | | | |
| Name: | Fantasia Fresh Juice Company | | |
| Street Address: | 5617 N. Pearl Street | | |
| City: | Rosemont | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60018 | | |
| Entity Type: | CORPORATION: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2186810 | FANTASIA | |
| 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: | 02/17/2005 | | |

CH \$40.00 2186810

Total Attachments: 5
 source=Release-1#page1.tif

source=Release-1#page2.tif
source=Release-1#page3.tif
source=Release-1#page4.tif
source=Release-1#page5.tif

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, 15th Floor, NC-001-15-04, 101 North Tryon Street, Charlotte, North Carolina 28255 ("**Releasor**"), in favor of **FANTASIA FRESH JUICE COMPANY**, an Illinois corporation, with offices at 5617 N. Pearl Street, Rosemont, Illinois 60018 ("**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pursuant to that certain Amended and Restated Security Agreement, dated as of June 14, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "**Security Agreement**") by and among Releasee; Releasor, as collateral agent; and the certain other parties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 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 2320/Frame 369 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 16th day of ~~December~~ FEBRUARY 2005.

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

By: 

Name: F. A. ZAGAR

Title: SENIOR VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF KINGS

On this 10TH day of February 2005, before me, the undersigned, personally appeared F.A. ZAGAL, 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

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------------------|-----------------------------------|---------------------------------|
| FANTASIA | 2,186,810 | 9/1/98 |