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
Ableco Finance LLC		02/14/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Northland Cranberries, Inc.
Street Address:	2321 West Grand Avenue
City:	Wisconsin Rapids
State/Country:	WISCONSIN
Postal Code:	54494
Entity Type:	Limited Liability Company: WISCONSIN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2333417	MEADOW VALLEY
Registration Number:	2216485	NORTHLAND CRANBERRIES
Registration Number:	2226732	NORTHLAND. 100% HONEST-TO-GOODNESS JUICE
Registration Number:	1925743	NORTHLAND CRANBERRIES, INC.
Registration Number:	1949332	NORTHLAND
Registration Number:	1817513	NORTHLAND
Registration Number:	2358461	MEADOW VALLEY

CH $190.00 2333417

CORRESPONDENCE DATA

Fax Number: (212)554-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.554.7894
Email: etabak@mosessinger.com
Correspondent Name: Eitan Tabak
Address Line 1: 1301 Avenue of the Americas

Address Line 4:	New York, NEW YORK 10019-6076
NAME OF SUBMITTER:	Eitan Tabak
Signature:	/Eitan Tabak/
Date:	02/23/2005

Total Attachments: 6
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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 indicated below and is granted by **ABLECO FINANCE LLC**, a Delaware limited liability company ("Releasor"), in favor of **NORTHLAND CRANBERRIES, INC.**, a Wisconsin corporation, with offices at 2321 West Grand Avenue, Wisconsin Rapids, Wisconsin 54494 ("Releasee").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of November 6, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "Previous Loan and Security Agreement") by and among Releasee; the lenders party thereto (including, without limitation, Releasor, the "Previous Lenders"); and Wells Fargo Foothill, Inc. ("Foothill"), as the arranger and administrative agent for the Previous Lenders (in such capacity, the "Previous Administrative Agent"), the Previous Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, pursuant to the Previous Loan and Security Agreement, Releasee executed that certain Trademark Collateral Assignment and Security Agreement, dated as of November 6, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "Previous Trademark Security Agreement") in favor of the Previous Administrative Agent, pursuant to which Releasee granted to the Previous Administrative Agent, 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 Previous Loan and Security Agreement) (collectively, the "Pledged Collateral"):

(a) all of Releasee's now existing or hereafter acquired right, title and interest in and to: (i) all of Releasee's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule A, attached hereto, together with all rights and privileges arising under applicable law with respect to Releasee's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature;

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

(c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(d) the right to sue for past, present and future infringements thereof; and

(e) all rights corresponding thereto throughout the world; and

(f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Releasee against third parties for past or future infringement of the Trademarks.

WHEREAS, the Previous Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2397/Frame 777 on November 21, 2001;

WHEREAS, the Previous Administrative Agent and the Previous Lenders amended and restated their rights and obligations in respect of their Commitments (as defined in the Previous Loan and Security Agreement) and Obligations under the Previous Loan and Security Agreement on the terms set forth in that certain Amended and Restated Loan and Security Agreement, dated November 16, 2004 (the "Amended Loan and Security Agreement") by and among the Previous Administrative Agent; the Previous Lenders; each lender from time to time party thereto as a lender (the "New Lenders"); and Releasor as collateral agent for the New Lenders (in such capacity, the "Collateral Agent"), with such Commitments and Obligations immediately upon the execution of such amendment to be governed by the Amended Loan and Security Agreement;

WHEREAS, pursuant to the Amended Loan and Security Agreement, the Previous Administrative Agent (on behalf of the Previous Lenders) agreed to assign to Releasor (as Collateral Agent, for the benefit of the New Lenders) all right, title and interest of the Previous Administrative Agent and the Previous Lenders in and to the Pledged Collateral;

WHEREAS, pursuant to the Amended Loan and Security Agreement, the Previous Administrative Agent and Releasee executed that certain Assignment of Security Interest in Intellectual Property, dated as of November 16, 2004 (as amended, replaced, superseded or otherwise modified from time to time, the "New Trademark Security Agreement") in favor of Releasor;

WHEREAS, the New Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 3020/Frame 409 on January 24, 2005; and

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Pledged Collateral granted to Releasor pursuant to the Previous Loan and Security Agreement, the Amended Loan and Security Agreement, the Previous Trademark Security Agreement and the New Trademark Security Agreement (the "Security Interest").

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NOW, THEREFORE, in recognition of partial repayment of loans which are the basis for this security interest and for other 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 Pledged Collateral conveyed to Releasor pursuant to the Previous Loan and Security Agreement, the Amended Loan and Security Agreement, the Previous Trademark Security Agreement and the New Trademark Security Agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Pledged Collateral (if any) to Releasee.

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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 14 day of February 2005.

ABLECO FINANCE LLC

By: _____

Name: Eric Miller

Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NY

COUNTY OF NY ss.:

On this 14 day of February 2005, before me, the undersigned, personally appeared Eric Miller, 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.

[NOTARY SEAL]

DAVID POGODA
Notary Public, State of New York
No. 01PO6092170
Qualified in New York County
Commission Expires May 12, 2002

Ableco-Northland IP Release

SCHEDULE A
UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	REG. NO./SER. NO.
MEADOW VALLEY	2,333,417
NORTHLAND CRANBERRIES	2,216,485
NORTHLAND 100% HONEST-TO-GOODNESS JUICE	2,226,732
NORTHLAND CRANBERRIES, INC. and design	1,925,743
NORTHLAND	1,949,332
NORTHLAND	1,817,513
MEADOW VALLEY	2,358,461

NON-U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	COUNTRY	REG.NO./SER.NO.
NORTHLAND	Benelux	540,232
NORTHLAND	Canada	533,057
NORTHLAND	Canada	507,788
NORTHLAND	China	3,652,109
NORTHLAND	China	3,652,110
NORTHLAND	China	3,652,111
NORTHLAND	European Union	170,910
NORTHLAND	Ireland	158,888
NORTHLAND	Japan	4,684,309
NORTHLAND	Taiwan	902,312
NORTHLAND	Taiwan	892,456
NORTHLAND	Taiwan	892,718
NORTHLAND	United Kingdom	1,547,789
NORTHLAND & Design	China	3,652,108
NORTHLAND & Design	China	3,652,107
NORTHLAND & Design	China	3,652,106

RECORDED: 02/23/2005

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