

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NCI Foods, LLC		02/22/2005	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Apple & Eve, LLC
Street Address:	2 Sea View Boulevard
City:	Port Washington
State/Country:	NEW YORK
Postal Code:	11050-4634
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1716286	AWAKE
Registration Number:	656892	TREESWEET
Registration Number:	354723	TREESWEET
Registration Number:	1986535	ORIGINAL TREE SWEET
Registration Number:	805698	PONCHO PUNCH
Registration Number:	1357034	RUBY RED

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

CH \$165.00 1716286

NAME OF SUBMITTER:	Eitan Tabak
Signature:	/Eitan Tabak/
Date:	02/23/2005
Total Attachments: 3 source=NCIAssign#page1.tif source=NCIAssign#page2.tif source=NCIAssign#page3.tif	

TRADEMARK ASSIGNMENT

ASSIGNMENT, dated as of February 22, 2005, from NCI FOODS, LLC, a Wisconsin limited liability company, having its principal place of business at 2930 Industrial Street, Wisconsin Rapids WI 54495-8020 (the "Assignor") to APPLE & EVE, LLC, a Delaware limited liability company, having its principal place of business at 2 Sea View Blvd., Port Washington, NY 11050-4634 (the "Assignee").

In accordance with the Agreement entered between Assignor's sole member, Northland Cranberries, Inc., a Wisconsin corporation ("Northland"), and Assignee on February 22, 2005 (the "Purchase Agreement"), and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Northland on behalf of Assignor has sold, assigned and transferred, and by these presents Assignor does sell, assign and transfer to the Assignee all of the Assignor's right, title, and interest in, to and under the trademarks and service marks listed on Schedule A annexed hereto and made a part hereof (collectively, the "Trademarks"), together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, and together with all common law rights in the Trademarks, and together with all registrations and trademark applications therefor, in the United States, its territories and possessions, and throughout the world, including, without limitation, any renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions, and throughout the world, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

The Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America to record the Assignee as owner of each of the Trademarks and to issue any and all registrations, including renewals and extensions thereof, to the Assignee, its successors, assigns, nominees, or other legal representatives.

NCI FOODS, LLC

By: 

Name: John Swendrowski

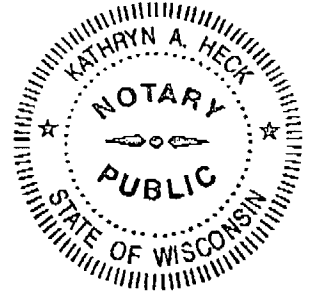
Title: President

STATE OF WISCONSIN)
:ss.:
COUNTY OF WOOD)

On the 22nd day of February, 2005, before me personally came JOHN SWENDROWSKI, to me known, who, being by me duly sworn, did depose and say that s/he is PRESIDENT of NCI FOODS, LLC, the limited liability company described in and which executed the above instrument; and that s/he signed his name thereto by authority of the board of directors of said corporation.

Kathryn A. Heck
Notary Public

MY COMMISSION EXPIRES:
FEBRUARY 15, 2009



SCHEDULE A
UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

<u>MARK</u>	<u>REG. NO./SER NO.</u>
AWAKE	1,716,286
TREESWEET	656,892
TREESWEET (stylized)	354,723
ORIGINAL TREESWEET (and design)	1,986,535
PONCHO PUNCH	805,698
RUBY RED	1,357,034

NON-U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO./SER. NO.</u>	<u>COUNTRY</u>
ORIGINAL TREESWEET and designation	1,573,776	Argentina
AWAKE	A194,165	Australia
AWAKE	137,048	Canada
TREESWEET	233,729	Canada
TREESWEET (Stylized)	191,494	Canada
ORIGINAL TREESWEET and designation	475,547	Canada
TREESWEET	99,634	Costa Rica
TREESWEET	85,143	Guatemala
TREESWEET	1,136,419	Japan
TREESWEET	4,007,599	Japan
ORIGINAL TREESWEET and designation	3,312,544	Japan