

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wm. Bolthouse Farms, Inc.		12/28/2005	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Bolthouse Juice Products, LLC
Street Address:	7200 East Brundage Lane
City:	Bakersfield
State/Country:	CALIFORNIA
Postal Code:	93307
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78478574	BLUE GOODNESS
Serial Number:	78697153	BOM DIA
Registration Number:	2940918	GREEN GOODNESS
Serial Number:	78310203	GREEN REVOLUTION
Serial Number:	78690656	MACAJUBA
Serial Number:	78311018	PERFECTLY PROTEIN
Serial Number:	78310196	POSITIVELY PROTEIN
Serial Number:	78690457	RAREFRUIT
Registration Number:	2835112	VEDGE

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-6371
 Email: rprescan@kirkland.com

CH \$240.00 78478574

Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 10095-1 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 03/09/2006

Total Attachments: 5

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Intellectual Property Assignment

This Intellectual Property Assignment (this "Assignment") is made and entered into as of December 28, 2005 ("Effective Date") between Wm. Bolthouse Farms, Inc., a Michigan corporation (hereinafter called "Assignor"), and Bolthouse Juice Products, LLC, a Delaware limited liability company (hereinafter called "Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for registration set forth on Schedule A attached hereto, together with any and all legal and common law rights (including, without limitation, corporate names, logos and slogans) relating to the foregoing and together with the goodwill of the business associated with each of the foregoing (collectively, the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States patents and patent applications set forth on Schedule B attached hereto (collectively, the "Patents"); and

WHEREAS, Assignor and Assignee have entered the Asset Contribution Agreement of even date herewith, wherein Assignor transfers its Beverage Business (as defined in the Asset Contribution Agreement) to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Trademarks and the Patents, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable states or foreign countries, to record Assignee as the assignee and owner of the Trademarks and Patents.

3. Counterparts; Facsimile Signature. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall

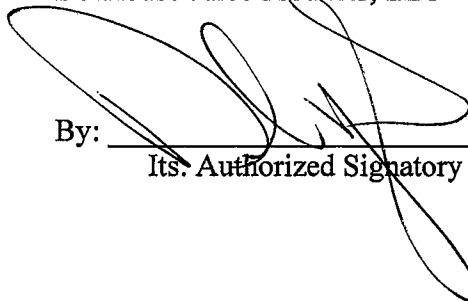
together constitute one and the same instrument. This Assignment may be executed by facsimile signature and such facsimile signature shall be deemed an original.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Wm. Bolthouse Farms, Inc.

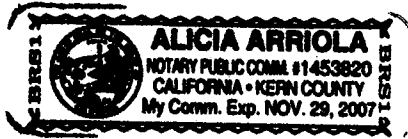
By: 
Its: Authorized Signatory


Bolthouse Juice Products, LLC

By: 
Its: Authorized Signatory

STATE OF California)
) SS.
COUNTY OF Kern)

On this ^{December} 28th day of ~~June~~, 2005 there appeared before me Steve Roodzant, personally known to me, who acknowledged that he/~~she~~ signed the foregoing Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of Wm. Bolthouse Farms, Inc.

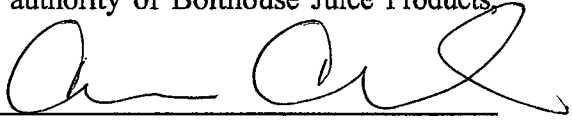



Notary Public

STATE OF California)
) SS.
COUNTY OF Kern)

On this ^{December} 28th day of ~~June~~, 2005 there appeared before me Derek Yursek, personally known to me, who acknowledged that he/~~she~~ signed the foregoing Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of Bolthouse Juice Products, LLC.




Notary Public

Schedule A

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
BLUE GOODNESS	78/478,574 9/3/04	
BOM DIA	78/697,153 8/22/05	
GREEN GOODNESS	78/311,026 10/8/03	2,940,918 4/12/05
GREEN REVOLUTION	78/310,203 10/7/03	
MACAJUBA	78/690,656 8/11/05	
PERFECTLY PROTEIN	78/311,018 10/8/03	
POSITIVELY PROTEIN	78/310,196 10/7/03	
RAREFRUIT	78/690,457 8/11/05	
VEDGE	76/387,963 3/28/02	2,835,112 4/20/04

Schedule B

Patent Description	Application No./Patent No.	Filing Date/Issue Date
Plastic container	D488070	06-Apr-04