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2/14/06 5:06

PAGE 003/013

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Form PTO-1584 (Rev. 03/04) OMB No. 1651-0027 (exp. 3/31/2002) Tab settings ⇒ ⇒ ⇒

**REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
7740-166

To the Honorable Commissioners of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Juice Tyne, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State WI <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>LaSalle Bank National</u> <u>Internal Association, as agent</u></p> <p>Street Address: <u>135 S. LaSalle</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60603</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>If signature is not provided in the United States, a depositary representation designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (The signature shall be a separate document with the registration. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 19, 2005</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p>Additional number(s) attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (\$7 OFR 5.14) _____ \$ 90 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Signature: <u>Laura Konrath</u> Name of Person Signing</p> <p style="text-align: center;"> Signature</p> <p style="text-align: right;"><u>1/4/06</u> Date</p>	

Total number of applications plus sheet attachments, not document.
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box 400000
 Washington, D.C. 20527

RightFax

2/14/06 5:06

PAGE 004/013

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SCHEDULE 1

TRADEMARKS

*Continuation
Item 4*

Trademarks, Trademark Applications and Trademark Licenses

Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Java Tyme	N/A	2,332,917	N/A	March 21, 2000
Paradise Frost	N/A	2,156,857	N/A	May 12, 1998
Juice Tyme	N/A	2,266,458	N/A	August 3, 1999

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RightFax

2/14/06 5:06

PAGE 005/013

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Execution Copy

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 19, 2005, by JUICE TYME, INC., a Wisconsin corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, as security for the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

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2/14/06 5:06

PAGE 006/013

Fax Server

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

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2/14/06 5:06

PAGE 007/013

Fax Server

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

JUICE TYME, INC.

By: 
Title: Phillip Scott, President and CEO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Title: _____

[Signature Page to Patent and Trademark Security Agreement]

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2/14/06 5:06

PAGE 008/013

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The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the date first set forth above.

JUICE TYME, INC.

By: _____

Title: Phillip Scott, President and CEO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Title: FIRST VICE PRESIDENT

[Signature Page to Patent and Trademark Security Agreement]

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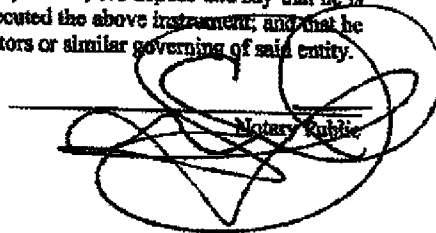
2/14/06 5:06

PAGE 009/013

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STATE OF ILLINOIS)
COUNTY OF COOK) ss

On this 15 day of DECEMBER, 2005 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument, and that he signed his name thereto by authority of the board of directors or similar governing of said entity.


Notary Public



[Notary Page to Patent and Trademark Security Agreement]

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2/14/06 5:06

PAGE 010/013

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SCHEDULE 1**TRADEMARKS****Trademarks, Trademark Applications and Trademark Licenses**

Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Java Tyme	N/A	2,332,917	N/A	March 21, 2000
Paradise Frost	N/A	2,156,857	N/A	May 12, 1998
Juice Tyme	N/A	2,266,458	N/A	August 3, 1999

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2/14/06 5:06

PAGE 011/013

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SCHEDULE 2

PATENTS

Patents, Patent Applications and Patent Licenses

Patent Number	Patent Application Number	Date of Application	Date Patent Issued
6,561,386_B1 -- Ball Check Valve Assembly	N/A	N/A	May 13, 2003