



1/10/06

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies)/Execution Date(s):

PricewaterhouseCoopers Inc., in its capacity as the Court Appointed Interim Receiver of the assets, property and undertaking of Alfresh Beverages Canada Corp. and Sunlike Juice Limited.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other Corporation

Citizenship (see guidelines) Canada

Execution Date(s) October 15, 2004

Additional names of conveying parties attached: Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Industries Lassonde Inc.

Internal Address: _____

Address: _____

Street Address: 755 Principale Street

City: Rougemont

State: Quebec

Country: Canada Zip: JOL 1M0

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Canada

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 76299105; 76299106; 76320586

B. Trademark Registration No.(s) 1553160; 1861525; 1900060; 2034701; 2503894; 2503910; 2516974

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

FRUIT FIZZIQUE (SN 76299105); YOURS FRUITFULLY (SN 76299106); BERRYATIONS (SN 76320586); FAIRLEE and design (RN 1553160); NEVADA in stylized form (RN 1861525); ALPIAN and design (RN 1900060); TROPICAL GROVE (RN 2034701); SUNLIKE (RN 2503894); SUNLIKE and design (RN 2503910); NEVADA (RN 2516974).

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stephen Jeffries

Internal Address: Holland & Knight LLP

Street Address: 2099 Pennsylvania Ave., NW, Ste. 100

City: Washington, D.C.

State: _____ Zip: 20006-6801

Phone Number: 202-419-4204

Fax Number: 202-419-2761

Email Address: stephen.jeffries@hklaw.com

6. Total number of applications and registrations involved:

10

7. Total Fee (37 CFR 2.6(b)(6) & 3.41)\$ 265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

OFFICE OF PUBLICATION RECORDS
2006 JAN 10 AM 7:08
FINANCE SECTION

9. Signature

Signature

Date

Stephen Jeffries

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

01/13/06 006 DBYRME 00000030 76299105

01 FC: 521
02 FC: 522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADE MARKS

THIS AGREEMENT MADE THIS 15th DAY OF OCTOBER, 2004

BETWEEN:

PricewaterhouseCoopers Inc., solely in its capacity as the
Court Appointed Interim Receiver of the assets, property and undertaking of
Alfresh Beverages Canada Corp. and Sunlike Juice Limited,
with no personal or corporate liability

(hereinafter referred to as the "Assignor")

OF THE FIRST PART

- and -

Lassonde Industries Inc., a corporation incorporated
under the laws of Canada

(hereinafter collectively referred to as the "Assignees")

OF THE SECOND PART

WHEREAS:

- (a) By Order of the Ontario Superior Court of Justice (the "Court") dated October 15, 2004 (the "Appointment Order"), PricewaterhouseCoopers Inc. was appointed as interim receiver of all of the property, assets and undertaking of Alfresh Beverages Canada Corp. and Sunlike Juice Limited (together the "Companies");

- (b) The Appointment Order authorizes the Assignor to complete a sale of the Companies' property, assets and undertaking subject to the approval of the Ontario Superior Court of Justice (the "Court");
- (c) By Order of the Court dated October 15, 2004 (the "Approval and Vesting Order"), the Court approved the sale to the Assignor of certain of the property, assets and undertaking of the Companies (the "Purchased Assets") pursuant to the terms of the Agreement of Purchase and Sale dated October 15, 2004 between the Assignor, the Assignee and A. Lassonde Inc. (the "Sale Agreement");
- (d) Pursuant to the Sale Agreement, the Purchased Assets include, without limitation, all of the Assignor's and the Companies' right, title and interest in and to the trade marks and the trade names and to the trade mark applications and registrations for such trade marks described in Schedule "A" attached hereto (collectively the "Trade Marks"), subject to the terms and conditions contained herein; and
- (e) Pursuant to the Approval and Vesting Order, all security interests, charges, liens, hypothecs, mortgages or encumbrances granted on any of the Trade Marks, including all security interests, charges, liens, hypothecs, mortgages granted under the Patent, Trademark and License Mortgage Agreement made as of December 28, 2000 by Alfresh Beverages Canada Corp. in favour of LaSalle Business Credit, a division of ABN AMRO Bank of Canada, are discharged.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

Section 1 Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, as authorized and directed by the Approval and Vesting Order, sells, assigns, transfers and sets over to the Assignee all of the Assignor's and the Companies' right, title and interest in and to the Trade Marks and to the goodwill associated with the Business symbolized by the Trade Marks, and hereby assigns, transfers and sets over unto the Assignee, the Assignor's and the Companies' right, if any, to apply for and the privilege of applying for, obtaining and maintaining registration of the Trade Marks together with all benefits of the registrations or applications for

registration and all right, title and interest of the Assignor and the Companies, if any, in and to any renewals and extensions that may be granted, and including all right, interest, chose in action and right of recovery, all proceeds to infringement suits, the right to sue for past, present and future infringements, the right to oppose any application to register a trade mark that may be confusing, and damages for past infringement.

Section 2 Recordation

The Assignor consents to an application to the competent trademark offices of each country, jurisdiction or region referenced on Schedule "A" hereto for recordation of this transfer.

Section 3 Further Assurances

The Assignor covenants with the Assignee that it will, make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by the Assignee for more effectually and completely implementing or carrying out this assignment or for the purpose of registration or otherwise.

Section 4 Successors

This Agreement and all of its provisions shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

Section 5 Governing Law

(a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein; and

(b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the Superior Court of Ontario or the Federal Court of Canada in any legal or equitable action, suit or other proceeding brought by the other party arising out of or in connection with this Agreement

Section 6 Miscellaneous

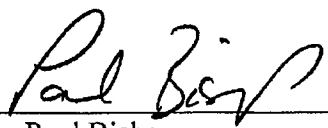
(a) Capitalized terms used herein shall have the meanings ascribed thereto in the Sale Agreement unless defined otherwise herein; and

(b) This Agreement shall be considered properly executed and delivered by any party if executed in counterpart and transmitted by facsimile to the other party.

IN WITNESS WHEREOF the parties have duly executed this Agreement on this 15th day of October, 2004.


PRICEWATERHOUSECOOPERS INC.,
solely in its capacity as the Court Appointed
Interim Receiver of the assets, property and
undertaking of Alfresh Beverages Canada
Corp. and Sunlike Juice Limited, with no
personal or corporate liability

Per: _____


Paul Bishop
Senior Vice-President

LASSONDE INDUSTRIES INC.

Per: _____


Authorized Signing Officer

(I have authority to bind the Corporation.)

SCHEDULE "A"

Trademarks

TRADEMARKS - CANADA

TRADEMARKS	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
BERRYATIONS	1117412	N/A	N/A
MAPLEBERRY	1107972	N/A	N/A
EVERFRESH	0847072	TMA 494,886	May 20, 1998
BOTTLE DESIGN (COLLAR)	0793930	TMA 510,687	April 12, 1999
TUMBLER	0750042	TMA 448,047	Sept. 22, 1995
EVERFRESH	0732901	TMA 482,733	Sept. 22, 1997
NEW NEVADA	0723380	TMA 426,341	April 15, 1994
NEVADA FARMS	0723378	TMA 426,340	April 15, 1994
FRESH'N PURE & DESIGN	0659402	TMA 491,743	March 20, 1998
MORNING DEW	0651846	TMA 397,748	May 1, 1992
DORIAN	0701013	TMA 409,587	March 12, 1993
TAKE HOME PACK	0687697	TMA 436,072	Nov. 25, 1994
SUNLIKE FRESH & DESIGN	0627242	TMA 373,632	Sept. 21, 1990
EVERFRESH	0603963	TMA 352,205	Feb. 24, 1989
FAIRLEE & DESIGN	0598491	TMA 350,047	Jan. 13, 1989
JELLY DELIGHT	0589253	TMA 349,874	Jan. 13, 1989
EVERFRESH & DESIGN	0585934	TMA 340,580	May 20, 1988
TROPICAL GROVE	0574508	TMA 347,465	Nov. 4, 1988
FAIRLEE	0561721	TMA 323,883	Feb. 20, 1987
RICH N' READY	0558917	TMA 323,966	Feb. 20, 1987
PEACHA-COLADA	0525126	TMA 307,811	Oct. 25, 1985
MR. PURE	0471729	TMA 266,268	Feb. 5, 1982
FLOWER & DESIGN	0412703	TMA 236,597	Oct. 12, 1979
EVERFRESH	0412701	TMA 238,215	Dec. 14, 1979
WOOZEE POPS	0397297	TMA 222,009	July 22, 1977
HJ & DESIGN	0397295	TMA 231,061	Nov. 24, 1978
HJ & BOTTLE DESIGN	0373457	TMA 209,290	Sept. 5, 1975
HOLIDAY	0313280	TMA 161,978	April 3, 1969
YOURS FRUITFULLY	1107971	TMA 585,898	July 23, 2003
JUICELAND	0804916	TMA 507,761	Feb. 9, 1999

TRADEMARKS	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
BOSTON ICE TEA	0760166	TMA 475,520	April 30, 1997
SLIM TEA	0747431	TMA 440,180	March 3, 1995
TRIANGLES & DESIGN	0725240	TMA 432,399	August 26, 1994
NEVADA	0723379	TMA 430,726	July 22, 1994
NEVADA SUN	0723377	TMA 426,339	April 15, 1994
AFTER EXERCISE REFRESHER	0678854	TMA 395,338	March 6, 1992
ALPIAN	0642104	TMA 382,353	March 29, 1991
V.S.O.J.	0634822	TMA 379,229	Feb. 1, 1991
EVERFRESH JUICE CO. & DESIGN	0630851	TMA 379,183	Feb 1, 1991
CITRUS GROVE	0624051	TMA 370,386	July 6, 1990
SUNLIKE	0613521	TMA 386,043	June 28, 1991
MR. CITRUS & DESIGN	0604916	TMA 352,158	Feb. 24, 1989
EVERFRESH ALLFRUIT SODA & DESIGN	0567553	TMA 345,191	Sept. 23, 1988
EVERFRESH ALLFRUIT SODA	0561917	TMA 342,148	June 30, 1988
GROVE & DESIGN	0539286	TMA 314,240	May 16, 1986
HOLIDAY JUICE	0466099	TMA 268,925	May 14, 1982
CIRCLE & DESIGN	0412705	TMA 236,305	Sept. 28, 1979
BOTTLE & DESIGN	0397296	TMA 231,062	Nov. 24, 1978
H J JUICE COMPANY	0373458	TMA 209,291	Sept. 5, 1975
HJ & DESIGN	0373456	TMA 209,289	Sept. 5, 1975

TRADEMARKS - U.S.A.

TRADEMARKS	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
TROPICAL GROVE	74,473,178	2,034,701	Feb. 4, 1997
CITRUS GROVE	74,274,728	1,817,058	Jan. 18, 1994
FAIRLEE & DESIGN	73,734,277	1,553,160	Aug. 22, 1989
BERRYATIONS	76,320,586	N/A	N/A
YOURS FRUITFULLY	76,299,106	N/A	N/A
SUNLIKE	76,136,746	2,503,894	Nov. 6, 2001
FRUIT FIZZIQUE	76,299,105	N/A	N/A
NEVADA	76,136,693	2,516,974	Dec. 11, 2001
CITRUS GROVE & DESIGN	76,561,042	N/A	N/A
SUNLIKE & DESIGN	76,140,321	2,503,910	Nov. 6, 2001
NEVADA & DESIGN	74,443,601	1,861,525	Nov. 1, 1994
ALPIAN & DESIGN	74,185,130	1,900,060	June 13, 1995

TRADEMARKS - INTERNATIONAL

TRADEMARKS	APPLICATION NUMBER	REGISTRATION NUMBER	COUNTRY
ALPIAN	215,782	490072	Mexique
FAIRLEE		19757	Aruba
FAIRLEE			British Virgin Island
FAIRLEE		106838	Egypt
FAIRLEE		4869	Saint Kitts & Nevis
FAIRLEE		23711	Trinidad & Tobago
FAIRLEE		2279932	United Kingdom
FAIRLEE & DESIGN		85127	China
FAIRLEE & DESIGN		34100	Jamaica
TROPICAL GROVE		19638	Aruba
TROPICAL GROVE		3309	British Virgin Island
TROPICAL GROVE		16801 A	Guyana
TROPICAL GROVE		506947	Mexique
TROPICAL GROVE		04298	Netherland &

			Antilles
TROPICAL GROVE		4870	Saint Kitts & Nevis