

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/03/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rodney C. Sacks		03/03/2000	TRUSTEE: SOUTH AFRICA

RECEIVING PARTY DATA

Name:	Hansen Beverage Company
Street Address:	2380 Railroad Street
Internal Address:	Suite 101
City:	Corona
State/Country:	CALIFORNIA
Postal Code:	91720
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2504884	HANSEN'S POWER
Registration Number:	2349084	HANSEN'S FUNCTIONALS

CORRESPONDENCE DATA

Fax Number: (949)760-9502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-760-0404
 Email: efilings@kmob.com
 Correspondent Name: Diane M. Reed
 Address Line 1: 2040 Main Street
 Address Line 2: 14th Floor
 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	HANBEV.126T
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NAME OF SUBMITTER:	Diane M. Reed
Signature:	/Diane M. Reed/
Date:	12/05/2006
Total Attachments: 3 source=HANBEV assignment from Rodney C. Sacks to HBC#page1.tif source=HANBEV assignment from Rodney C. Sacks to HBC#page2.tif source=HANBEV schedule of marks assigned#page1.tif	

**AMENDMENT NO. 3 TO AGREEMENT OF TRUST
OF THE
HANSEN'S TRUST**

This Amendment No. 3 to Agreement of Trust ("Amendment No. 3") dated as of the 3rd day of March, 2000, by and between HANSEN BEVERAGE COMPANY, a Delaware corporation ("HBC"), as the sole grantor/beneficiary, and RODNEY C. SACKS, as the sole trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Hansen's Trust was established pursuant to that certain Agreement of Trust dated as of July 27, 1992 (as amended by Amendment No. 1 and Amendment No. 2 as set forth below, the "Trust Agreement") among HBC and Hansen's Juices, Inc., a California corporation ("HJI"), as grantors/beneficiaries, and Gary Hansen, Anthony Kane and Burton S. Rosky, as the initial trustees of the Trust (the "Initial Trustees");

WHEREAS, the Trust Agreement was amended in certain respects pursuant to Amendment No. 1 to Agreement of Trust dated as of July 8, 1996 ("Amendment No. 1") among HBC, HJI and the Initial Trustees;

WHEREAS, the Trust Agreement was further amended in certain respects pursuant to Amendment No. 2 to Agreement of Trust dated as of February 10, 1998 ("Amendment No. 2") between HBC and The Fresh Juice Company of California, Inc., a Delaware company and the successor by merger to HJI ("FJC");

WHEREAS, pursuant to Amendment No. 2, among other matters, HBC and FJC, as grantors of the Trust, authorized Rodney C. Sacks in his capacity as the Trustee designated by HBC, or any successor Trustee designated by HBC, to take any and all actions on behalf of the Trust acting alone, all as more fully set forth in Amendment No. 2;

WHEREAS, HBC and FJC entered into that certain Assignment and Agreement effective as of September 22, 1999 pursuant to which, among other matters, FJC sold and assigned to HBC FJC's entire right, title and interest as grantor and beneficiary under and pursuant to the Trust Agreement;

WHEREAS, HBC, as the sole grantor/beneficiary of the Trust, desires to transfer and assign all of the Trademarks owned by the Trust (the "Trademarks") from the Trust to HBC;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Trust Agreement.

2. Notwithstanding the provisions of Paragraph 2 of the Trust Agreement to the contrary, the Trustee shall have the authority to transfer and assign the Trademarks to HBC or to any designee of HBC and to take any and all actions necessary or desirable in connection therewith.

3. Upon the transfer of all of the Trademarks pursuant to Paragraph 2 of this Amendment No. 3, the Trust Agreement shall terminate without any further action of the parties thereto and the Trustee shall have no further duties, obligations or liabilities of any nature whatsoever thereunder.

4. In the event of any conflicts or inconsistencies between the provisions of this Amendment No. 3 and the Trust Agreement, the provisions of this Amendment No. 3 shall control.

5. All other terms of the Trust Agreement shall remain in full force and effect to the extent not conflicting or inconsistent with the provisions of this Amendment No. 3.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the date first above written.

HANSEN BEVERAGE COMPANY

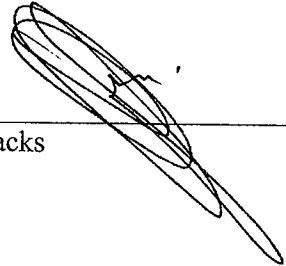
By: 

Name:

Title:

MILTON JENLOBERG
PRESIDENT

TRUSTEE:




Rodney C. Sacks

**AMENDED AND RESTATED SCHEDULE A
TO
AMENDMENT NO. 1 TO AGREEMENT OF TRUST
OF THE
HANSEN'S TRUST**

1. The following trademarks which are registered in the United States Patent and Trademark Office, as set forth below:

<u>Trademark</u>	<u>U.S. Trademark Registration No.</u>
Hansen's	1,258,780
Hansen's Natural Soda	1,258,779
Grapefruit Hansen's Natural Soda	1,253,907
Mandarin Lime Hansen's Natural Soda	1,253,037
Lemon-Lime Hansen's Natural Soda	Cancelled

2. All other trademarks, whether or not registered in the United States Patent and Trademark Office, which use or incorporate the word "Hansen's" alone or in conjunction with any other word or words or descriptive term or which use or incorporate the word "Smoothie" in conjunction with any other word or words or descriptive term. The foregoing does not include any trademarks which are registered or registerable independent of and do not include the word "Hansen's" or the word "Smoothie" (the "Other Trademarks"). The Other Trademarks may be used on any product or packaging on or in which the word "Hansen's" or the word "Smoothie" is also used and such use shall not detract from or in any way affect any of the rights or obligations of the Hansen's Trust, Hansen Beverage Company and Hansen's Juices, Inc. with respect to the Trademarks.



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