

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.B. Zwirn Special Opportunities Fund, L.P.		12/21/2004	PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Naked Juice Co. of Illinois, Inc.		
Also Known As:	AKA Fantasia Fresh Juice Company, Inc.		
Street Address:	935 W. Eighth Street		
City:	Azusa		
State/Country:	CALIFORNIA		
Postal Code:	91702		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2536327	FANTASIA	
Registration Number:	2186810	FANTASIA	
Registration Number:	2871050	FOOD-JUICE	
CORRESPONDENCE DATA			
Fax Number:	(312)821-1316		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-821-1408		
Email:	janet_silverberg@quakeroats.com		
Correspondent Name:	Janet Silverberg		
Address Line 1:	555 West Monroe Street		
Address Line 2:	Mail Drop 11-10		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	NAKED		

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TRADEMARK  
REEL: 003482 FRAME: 0879

NAME OF SUBMITTER:	Lawrence D. Cutler
Signature:	/lawrence d. cutler/
Date:	02/16/2007
<b>Total Attachments: 6</b> source=Fantasia Security Release#page1.tif source=Fantasia Security Release#page2.tif source=Fantasia Security Release#page3.tif source=Fantasia Security Release#page4.tif source=Fantasia Security Release#page5.tif source=Fantasia Security Release#page6.tif	

**RELEASE**

WHEREAS, a certain Trademark Security Agreement in United States Trademarks (the "Security Agreement") was made as of December 21, 2004 by and between Naked Juice Co. of Illinois, Inc. (formerly known as Fantasia Fresh Juice Company, Inc.), an Illinois corporation ("Company"), and D.B. Zwirn Special Opportunities Fund, L.P., a Delaware partnership, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Lender wishes that the security interests, including all mortgages, pledges and grants and liens, for the trademarks listed on Exhibit B, including any registrations and pending registration applications therefore (the "Trademarks"), be released and forever discharged; and

WHEREAS, Company and Lender have agreed to execute and record this release.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender does hereby release its entire security interest in, including all mortgages, pledges, grants and liens granted in the Security Agreement, and specifically those relating to the Trademarks set forth Exhibit B, including any registrations or pending applications listed therein.

2. Lender will, when requested, and at its own expense, sign all papers, take all rightful oaths and do all acts which may be necessary for recording with the United States Patent and Trademark Office the release of any security interests in the Trademarks.

IN WITNESS WHEREOF, the parties, by and through their respective authorized representatives, have executed this Release effective this 21<sup>st</sup> day of December, 2006.

**D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.**

Name:

**LAWRENCE D. CUTLER**

Title:

**CHIEF ADMINISTRATIVE &  
COMPLIANCE OFFICER**

**ACKNOWLEDGMENT**

STATE OF

NY

SS

COUNTY OF

NY

I, Michele R. Pirozzi, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Lawrence D. Cutler, authorized signatory of DBZ or a representative thereof, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of such corporation.

GIVEN under my hand and notarial seal this 29 day of December, 2007

Notary Public  
My Commission Expires:

*Michele R. Pirozzi*

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**MICHELE R. PIROZZI**  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01PI6112028  
QUALIFIED IN QUEENS COUNTY  
MY COMMISSION EXPIRES JUNE 28, 2008

**TRADEMARK**  
**REEL: 003482 FRAME: 0881**

**TRADEMARK SECURITY AGREEMENT  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FANTASIA FRESH JUICE COMPANY, an Illinois corporation (the "Assignor"), having its chief executive office at 935 W. Eighth Street, Azusa CA 91702, hereby grants to D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership, as Collateral Agent (the "Assignee"), with offices at 745 Fifth Avenue, 18<sup>th</sup> Floor, New York NY 10151, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) the United States trademarks described on Schedule A hereto (as such schedule may be amended, supplemented or modified from time to time) and any renewals thereof;
- (ii) all other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;
- (iii) the goodwill of the business symbolized thereby or associated with each of them;
- (iv) all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof;
- (v) all reissues, extensions and renewals thereof;
- (vi) all claims for, and rights to sue for, past or future infringements of any of the foregoing;
- (vii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past or future infringements thereof; and
- (viii) all proceeds and products of any and all of the foregoing.

This Trademark Security Agreement is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Obligor from time to time party thereto and the Assignee, dated as of December 21, 2004, as amended, supplemented or modified from time to time (the "Security Agreement"). The terms and provisions of the Security Agreement are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark  
Security Agreement as of the 21<sup>st</sup> day of December, 2004.

FANTASIA FRESH JUICE COMPANY

By: 

Name: Louis E. Marinaccio

Title: Vice President

Fantasia Fresh Juice Company Trademark Security Agreement

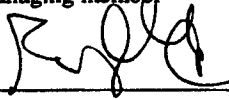
TRADEMARK

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D.B. ZWIRN SPECIAL OPPORTUNITIES  
FUND, L.P.,  
as Collateral Agent

By: D. B. ZWIRN PARTNERS, LLC,  
its general partner

By: ZWIRN HOLDINGS, LLC,  
its managing member

By:   
Name:  
Title:

FANTASIA FRESH FRUIT COMPANY TRADEMARK SECURITY AGREEMENT

Short Name	Country Name	Mark (Profile Name)	Class(es)	App. No.	App. Date	Reg. No.	Reg. Date	Status
FANTASIA FRESH JUICE COMPANY	United States of America (USA)	FANTASIA	32	76/228893	3/22/2001	2536327	2/5/2002	Registered
FANTASIA FRESH JUICE COMPANY	United States of America (USA)	FANTASIA	32	75/253345	3/7/1997	2186810	9/1/1998	Registered
FANTASIA FRESH JUICE COMPANY	United States of America (USA)	FOOD-JUICE	32	76/500690	2/19/2003	2871050	8/10/2004	Registered