

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.
Also Known As:	AKA Saratoga Beverage Group, Inc. and Ultimate Juice Company
Street Address:	935 W. 8th Street
City:	Azusa
State/Country:	CALIFORNIA
Postal Code:	91702
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2859068	SUPERFOOD
Registration Number:	3066364	BLUE MACHINE
Registration Number:	2908002	PEACH ME I'M DREAMIN'
Registration Number:	2466141	FROOJA
Serial Number:	76560517	RED MACHINE

CORRESPONDENCE DATA

Fax Number: (312)821-1316

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-821-1408

Email: janet_silverberg@quakeroats.com

Correspondent Name: Janet Silverberg

Address Line 1: 555 W. Monroe Street

Address Line 2: Mail Drop 11-10

Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK

900069657

REEL: 003483 FRAME: 0389

CH \$140.00 2859068

ATTORNEY DOCKET NUMBER:	NAKED
NAME OF SUBMITTER:	Lawrence D. Cutler
Signature:	/lawrence d. cutler/
Date:	02/19/2007
<p>Total Attachments: 10 source=Naked Juice Co. a Delaware Corp. Security Release#page1.tif source=Naked Juice Co. a Delaware Corp. Security Release#page2.tif source=Naked Juice Co. a Delaware Corp. Security Release#page3.tif source=Naked Juice Co. a Delaware Corp. Security Release#page4.tif source=Naked Juice Co. a Delaware Corp. Security Release#page5.tif source=Naked Juice Co. a Delaware Corp. Security Release#page6.tif source=Naked Juice Co. a Delaware Corp. Security Release#page7.tif source=Naked Juice Co. a Delaware Corp. Security Release#page8.tif source=Naked Juice Co. a Delaware Corp. Security Release#page9.tif source=Naked Juice Co. a Delaware Corp. Security Release#page10.tif</p>	

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., a Delaware 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 29th day of December, 2006.

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


Name: **LAWRENCE D. CUTLER**
Title: **CHIEF ADMINISTRATIVE & COMPLIANCE OFFICER**

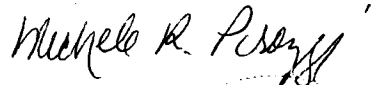
ACKNOWLEDGMENT

STATE OF Ny)
COUNTY OF Ny) SS

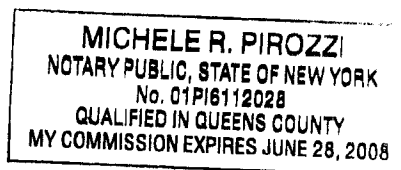
I, Michele R. Pirozzi, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Lawrence Cutler, Authorized signatory of DBZ or a representative thereof, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day 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:



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**TRADEMARK SECURITY AGREEMENT
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NAKED JUICE CO. (f/k/a Saratoga Beverage Group, Inc. and Ultimate Juice Company), a Delaware 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, 18th 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 Obligors 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 day of December, 2004.

NAKED JUICE CO.

By: 

Name: Louis E. Marinaccio

Title: Vice President

Naked Juice Co. Trademark Security Agreement

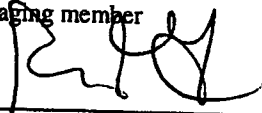
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D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.,
as Collateral Agent

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

By: ZWIRN HOLDINGS, LLC,
its managing member

By: _____
Name:
Title:


Perry A. Gruss
Chief Financial Officer

SCHEDULE A

Company Name	Country	Trademark	Application	Registration	Pending Date	Registration Date	Classes	Pending/Registered
Naked Juice Co. ¹								
Naked Juice Co.	United States	Berried Treasure	76/560,520	N/A	11/6/2003	N/A	Fruit and Vegetable Juices with Soy and Combinations thereof, and Fruit Based and Vegetable Juice Based Beverages, whether Pasteurized or Unpasteurized	Pending
Naked Juice Co.	United States	Blue Machine	76/560,516	N/A	11/6/2003	N/A	Fruit and Vegetable Juices and Smoothies, and Combinations thereof, and Fruit and Vegetable Based Beverages	Pending
							Pasteurized or Unpasteurized, Fortified or Unfortified	

¹ The company's trademarks may currently be registered under the company's former names (i) Ultimate Juice Company or (ii) Saratoga Beverage Group, Inc.

Company	Country	Trademark	Application No.	Registration No.	Filing Date	Registration Date	Goods/Services	Pending/Registered
Naked Juice Co.	United States	Citrus-Cicle	76/560,518	N/A	11/6/2003	N/A	Fruit and Vegetable Juices with Soy and Combinations thereof, and Fruit Based and Vegetable Juice Based Beverages, whether Pasteurized or Unpasteurized	Pending
Naked Juice Co.	United States	Crème de Soy	76/560,974	N/A	11/20/2003	N/A	Fruit and Vegetable Juices with Soy and Combinations thereof, Fruit and Vegetable Based Beverages, whether Pasteurized or Unpasteurized, whether Fortified or	Pending
Naked Juice Co.	United States	Green Machine	75/071,605	2,066,707	3/12/1996	6/3/1997	Unfortified Blended Fruit Juice	Registered
Naked Juice Co.	United States	Peach Me I'm Dreamin	76/560,519	N/A	11/6/2003	N/A	Fruit and Vegetable Juices with Soy and Combinations thereof, and Fruit Based and Vegetable Juice Based Beverages, whether Pasteurized or Unpasteurized	Pending

Company	Country	Trademark	Application No.	Registration No.	Filing Date	Registration Date	Charges	Pending/Registered
Naked Juice Co.	United States	Red Machine	76/560,517	N/A	11/6/2003	N/A	Fruit and Vegetable Juices and Smoothies, and Combinations thereof, and Fruit and Vegetable Based Beverages, Pasteurized or Unpasteurized, Fortified or Unfortified	Pending
Saratoga Beverage Group, Inc.	United States	Frooja	75/565,072	2,466,141	10/6/1998	7/3/2001	Naturally Flavored Fruit Juice Beverages, Namely, Fruit Juices, Fruit Juice Concentrates, Fruit Drinks, and Fruit Flavored Soft Drinks	Registered
Ultimate Juice Company	United States	Barely Naked	76/476,352	N/A	12/12/2002	N/A	Fruit and Vegetable Juices and Combinations Thereof, and Fruit Based Beverages Whether Pasteurized and Unpasteurized	Allowed
Ultimate Juice Company	United States	Na-Kid	76/476,350	N/A	12/12/2002	N/A	Fruit and Vegetable Juices and Combinations Thereof, and Fruit Based Beverages Whether Pasteurized and Unpasteurized	Pending

Company	Country	Trademark	Application No.	Registration No.	Expiry Date	Registration Date	Goods	Pending/Registered
Ultimate Juice Company	United States	Superfood	76/476,353	2,859,068	12/12/2002	6/29/2004	Fruit and Vegetable Juices and Combinations Thereof, and Fruit Based Beverages, Whether Pasteurized and Unpasteurized	Registered
Ultimate Juice Company	United States	Undo	76/476,351	N/A	12/2/2002	N/A	Fruit and Vegetable Juices; Pasteurized and Unpasteurized Fruit Based Beverages, Namely Pure Fruit Juice, Both Alone and in Combinations	Pending

Short Name	Country Name	Mark (Profile Name)	Class(es)	App. No.	App. Date	Reg. No.	Reg. Date	Status
Naked Juice Co. (Delaware Corp.)	United States of America (USA)	SUPERFOOD	32	76/476353	12/12/2002	2859068	8/29/2004	Registered
Naked Juice Co. (Delaware Corp.)	United States of America (USA)	BLUE MACHINE	32	76/560516	11/6/2003	3068364	3/7/2006	Registered
Naked Juice Co. (Delaware Corp.)	United States of America (USA)	RED MACHINE	32	76/560517	11/6/2003			Pending
Naked Juice Co. (Delaware Corp.)	United States of America (USA)	PEACH TIME IM DREAMIN	32	76/560519	11/6/2003	2908002	12/7/2004	Registered
Naked Juice Co. (Delaware Corp.)	United States of America (USA)	FRODOJA	32	75/565072	10/6/1998	2466141	7/3/2001	Registered

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RECORDED: 02/19/2007

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