

## 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 New Jersey, Inc.		
Street Address:	935 W. 8th Street		
City:	Azusa		
State/Country:	CALIFORNIA		
Postal Code:	91702		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2449050	FRESH SOLUTIONS	
Registration Number:	2524263	FRESH LOOK	
Registration Number:	2524262	FRESH FLASH	
Registration Number:	2619493	FRESH FACTS	
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 W. Monroe Street		
Address Line 2:	Mail Drop 11-110		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	NAKED		

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NAME OF SUBMITTER:	Lawrence D. Cutler
Signature:	/lawrence d. cutler/
Date:	02/19/2007
<b>Total Attachments: 8</b> source=Naked Juice Co. of New Jersey Security Release#page1.tif source=Naked Juice Co. of New Jersey Security Release#page2.tif source=Naked Juice Co. of New Jersey Security Release#page3.tif source=Naked Juice Co. of New Jersey Security Release#page4.tif source=Naked Juice Co. of New Jersey Security Release#page5.tif source=Naked Juice Co. of New Jersey Security Release#page6.tif source=Naked Juice Co. of New Jersey Security Release#page7.tif source=Naked Juice Co. of New Jersey Security Release#page8.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 New Jersey, Inc., a New Jersey 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 29<sup>th</sup> day of December, 2006.

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

Name:

**LAWRENCE D. CUTLER**  
CHIEF ADMINISTRATIVE &  
COMPLIANCE OFFICER

Title:

**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:

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: 003483 FRAME: 0403**

**TRADEMARK SECURITY AGREEMENT  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NAKED JUICE CO. OF NEW JERSEY, INC., a New Jersey 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.

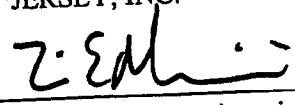
This Trademark Security Agreement is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Obligors from time to time party thereto and the Assignee, dated as of December 21, 2004, as amended, supplemented or modified from time to time (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<sup>st</sup> day of December, 2004.

NAKED JUICE CO. OF  
NEW JERSEY, INC.

By:   
Name: Louis E. Marinaccio  
Title: Vice President

Naked Juice Co. of New Jersey Inc. 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:

NAKED JUICE CO. OF NEW JERSEY, INC. TRADEMARK SECURITY AGREEMENT

# SCHEDULE A

Company Name	Country	Trademark	Application Number	Registration No.	Filing Date	Registration Date	Class	Pending/Registered
Fresh Solutions, Inc. <sup>1</sup>								
Fresh Solutions, Inc	United States	Fresh Solutions	75/943,959	2,449,050	3/14/2000	5/8/2001	Business Consultation Services Provided to Wholesalers, Retailers and Restaurants concerning the Purchasing, Shipping, and Distribution of Food Products	Registered
Fresh Solutions, Inc	United States	Fresh Look	75/943,957	2,524,263	3/14/2000	1/1/2002	Business Consultation Services Provided to Wholesalers, Retailers and Restaurants concerning the Purchasing, Shipping, and Distribution of Food Products	Registered

<sup>1</sup> Fresh Solutions, Inc. is the former name of Naked Juice Co. of New Jersey, Inc.



Company	Country	Trademark	Application No.	Registration No.	Filing Date	Registration Date	Class	Pending/Registered
Fresh Solutions, Inc.	United States	Fresh Flash	75/943,956	2,524,262	3/14/2000	1/1/2002	Business Consultation Services Provided to Wholesalers, Retailers and Restaurants concerning the Purchasing, Shipping, and Distribution of Food Products	Registered
Fresh Solutions, Inc.	United States	Fresh Facts	75/943,955	2,619,493	3/14/2000	9/17/2002	Newsletter Directed to Wholesalers, Retailers and Restaurants concerning the Purchasing, Shipping and Distribution of Food Products	Registered

Short Name	↕	Contry Name	Mark (Profile Name)	Class(es)	App. No.	App. D.
Naked Juice Co. of New Jersey, Inc.		Unid States of America (US)	FRESH SOLUTIONS	35	75/943959	3/14/20
Naked Juice Co. of New Jersey, Inc.		Unid States of America (US)	FRESH LOOK	35	75/943957	3/14/20
Naked Juice Co. of New Jersey, Inc.		Unid States of America (US)	FRESH FLASH	35	75/943956	3/14/20
Naked Juice Co. of New Jersey, Inc.		Unid States of America (US)	FRESH FACTS	16	75/943955	3/14/20

RECORDED: 02/19/2007

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