

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vegetable Juices, Inc.		11/19/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	RBS Citizens, N.A.		
Street Address:	71 South Wacker Drive, 29th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3252312	NATURAL FLAVOR SOLUTIONS	
Registration Number:	3234546	NATURAL INGREDIENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(312)521-2875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-521-2775		
Email:	seberle@muchshelist.com		
Correspondent Name:	Much Shelist		
Address Line 1:	191 N. Wacker Drive, Suite 1800		
Address Line 2:	Adam K. Sacharoff		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0003311.0121		
NAME OF SUBMITTER:	Adam K. Sacharoff		
Signature:	/aks/		

CH \$65.00 3252312

Date:

11/19/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 19, 2008, is made by VEGETABLE JUICES, INC., an Illinois corporation ("Grantor"), which has its chief executive office at 7400 South Narragansett, Bedford Park, Illinois 60638, in favor of RBS CITIZENS, N.A., a national banking association (the "Bank"), with an address of 71 South Wacker Drive, 29th Floor, Chicago, Illinois 60606.

RECITALS

A. The Grantor and Garvy Holding Company have entered into a Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make certain loans to Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor and its affiliates under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the parties agree as follows:

GRANT OF SECURITY INTEREST

1. The recitals listed above are hereby incorporated into this Agreement.
2. The Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:
 - (a) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
 - (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 annexed hereto (items a through b being herein collectively referred to as the "Trademark Collateral");

3. This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

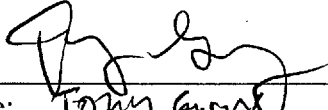
4. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or abandonment of each of the trademarks and licenses subject to this Agreement, or (b) the payment in full of the Obligations and the termination of the Bank's commitments to extend credit to the Grantor. Upon payment of all Obligations and the termination of such commitments, the Bank shall execute and deliver to Grantor all termination statements, releases or other instruments as may be necessary or proper to release the Bank's security interest in the Trademark Collateral.

5. This Agreement and amendments thereto may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or other electronic delivery shall be deemed an original signature hereto.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

VEGETABLE JUICES, INC., as Grantor

By: 
Name: Tony Gray
Title: Treasurer

Acknowledged:

RBS CITIZENS, NA, as Bank

By: _____
Name: _____
Title: _____

*Signature Page to Trademark Security
Agreement*

**TRADEMARK
REEL: 003890 FRAME: 0918**


The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

VEGETABLE JUICES, INC., as Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

RBS CITIZENS, NA, as Bank

By: 
Name: AMY K. WEIDNER
Title: VICE PRESIDENT

*Signature Page to Trademark Security
Agreement*

**TRADEMARK
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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks:

TRADEMARK	COUNTRY	STATUS	SERIAL NO. OR REG'N NO.
Natural Flavor Solutions	U.S.	Registered	3252312
Natural Ingredient Solutions	U.S.	Registered	3234546