

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bolthouse Juice Products, LLC		12/16/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Second Lien Collateral Agent
Street Address:	1455 Market Street, 5th Floor, CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	78478574	BLUE GOODNESS
Serial Number:	78697153	BOM DIA
Registration Number:	2940918	GREEN GOODNESS
Serial Number:	78310203	GREEN REVOLUTION
Serial Number:	78690656	MACAJUBA
Serial Number:	78311018	PERFECTLY PROTEIN
Serial Number:	78310196	POSITIVELY PROTEIN
Serial Number:	78690457	RAREFRUIT
Registration Number:	2835112	VEDGE

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-862-6371  
 Email: renee.prescan@kirkland.com

**900154128**

**TRADEMARK  
 REEL: 004145 FRAME: 0099**

**CH \$240.00 78478574**

Correspondent Name: Renee Prescan  
Address Line 1: 300 North LaSalle Street  
Address Line 2: Kirkland & Ellis LLP  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10095-3 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	02/05/2010

**Total Attachments: 6**  
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**U.S. TRADEMARK SECURITY AGREEMENT  
(SECOND LIEN)**

U.S. Trademark Security Agreement, dated as of December 16, 2005 (as amended, restated or otherwise modified from time to time, the "**Trademark Security Agreement**"), between each of WM. BOLTHOUSE FARMS, INC., BOLTHOUSE JUICE PRODUCTS, LLC, BF BOLTHOUSE HOLDCO, LLC, BOLTHOUSE HOLDING CORP., BOLTHOUSE JUICE HOLDINGS, L LC (collectively, "**Grantors**") and BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

Whereas, Grantors are party to a Pledge and Security Agreement (Second Lien) dated as of December 16, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Secured Parties to enter into the Credit Documents, the Grantors hereby agree with the Collateral Agent, as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) the United States trademark and service mark registrations and applications referred to on **Schedule I** hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (collectively, "**Trademarks**"); and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are

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incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**WM. BOLTHOUSE FARMS, INC.**

By:   
Name:  
Title:


**BOLTHOUSE JUICE PRODUCTS, LLC**

By:   
Name:  
Title:


**BF BOLTHOUSE HOLDCO LLC**

By:   
Name:  
Title:

**BOLTHOUSE HOLDING CORP.**


By:   
Name:  
Title:

**BOLTHOUSE JUICE HOLDINGS, LLC**

By:   
Name:  
Title:

Trademark Security Agreement (Second Lien)

Accepted and Agreed:  
**BANK OF AMERICA, N.A.,**  
as Collateral Agent






By:   
Name: ROBERT RITTELMAYER  
Title: VICE PRESIDENT

Trademark Security Agreement (Second Lien)

**SCHEDULE I  
To  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

WM. BOLTHOUSE FARMS, INC.

<b>Mark</b>	<b>Application No. Filing Date</b>	<b>Registration No Registration Date</b>
BOLTHOUSE FARMS	78/209,150 01/30/03	2,871,484 08/10/04
	78/209,338 01/31/03	2,934,040 03/15/05
CALIFORNIA COLDWATER CARROTS	74/601,851 11/22/94	1,949,787 01/16/96
FRESH LOGISTICS	78/721,033 09/27/05	
	78/736,921 10/20/05	
FRESH-WAY	74/293,274 07/13/92	1,755,616 03/02/93
GRABBITS	75/090,264 04/18/96	2,057,183 04/29/97
HYDROBIND	76/395,121 04/12/02	2,784,853 11/18/03
	72/345,130 12/03/69	899,807 09/29/70
LOOK MOM!	76/130,028 09/18/00	2,506,212 11/13/01
	75/389,106 11/12/97	2,225,521 02/23/99
MATCHSTIX FRENCH-CUT COOKING CARROTS	78/678,965 07/26/05	
	78/653,375 06/17/05	
MERCER RANCH	78/653,445 06/17/05	
PREMIUM PETITES	78/265,173 06/20/03	2,932,099 03/08/05
SHORTCUTS	74/013,793 12/26/89	1,657,828 09/17/91

Mark	Application No. Filing Date	Registration No. Registration Date
TRAVELERS	74/639,993 02/24/95	1,960,105 03/05/96
	74/185,851 07/17/91	1,700,694 07/14/92
WM. BOLTHOUSE FARMS	74/015,335 01/02/90	1,644,819 05/14/91

BOLTHOUSE JUICE PRODUCTS, LLC

Mark	Application No. Filing Date	Registration No. Registration Date
BLUE GOODNESS	78/478,574 09/03/04	
BOM DIA	78/697,153 08/22/05	
GREEN GOODNESS	78/311,026 10/08/03	2,940,918 04/12/05
GREEN REVOLUTION	78/310,203 10/07/03	
MACAJUBA	78/690,656 08/11/05	
PERFECTLY PROTEIN	78/311,018 10/08/03	
POSITIVELY PROTEIN	78/310,196 10/07/03	
RAREFRUIT	78/690,457 08/11/05	
VEDGE	76/387,963 03/28/02	2,835,112 04/20/04