TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED U.S. TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WM. BOLTHOUSE FARMS, INC.		02/11/2010	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	FOREIGN BUSINESS: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3439232	BOLTHOUSE
Registration Number:	3532607	BOLTHOUSE DO BRÁSIL LTDÁ
Registration Number:	2871484	BOLTHOUSE FARMS
Registration Number:	2934040	BOLTHOUSE FARMS SINCE 1915
Registration Number:	3686456	BOM DIA
Registration Number:	3513605	CRAFTED BY NATURE, BOTTLED BY BOLTHOUSE
Registration Number:	3295131	FRESH LOGISTICS
Registration Number:	3220790	FRESHLOGISTICS
Registration Number:	1755616	FRESH-WAY
Registration Number:	2057183	GRABBITS
Registration Number:	2784853	HYDROBIND
Registration Number:	0899807	LOOK MOM!
Registration Number:	2506212	LOOK MOM!
Registration Number:	3098115	MERCER RANCH

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Registration Number:	3098120	MERCER RANCH
Registration Number:	3287016	PERFECTLY PROTEIN
Registration Number:	3256053	PREMIUM MATCHSTIX FRENCH-CUT COOKING CARROTS
Registration Number:	2932099	PREMIUM PETITES
Registration Number:	1657828	SHORTCUTS
Registration Number:	1960105	TRAVELERS
Registration Number:	1700694	WM. BOLTHOUSE FARMS
Registration Number:	1644819	WM. BOLTHOUSE FARMS

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 714-540-1235

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0194
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	03/10/2010

Total Attachments: 8

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AMENDED AND RESTATED U.S. TRADEMARK SECURITY AGREEMENT
(FIRST LIEN)

This Amended and Restated U.S. Trademark Security Agreement, dated as of February 11, 2010 (as amended, restated or otherwise modified from time to time, the "**Amended and Restated Trademark Security Agreement**"), is made between each of WM. BOLTHOUSE FARMS, INC., BOLTHOUSE JUICE PRODUCTS, LLC, BF BOLTHOUSE HOLDCO, LLC, BOLTHOUSE HOLDING CORP., BOLTHOUSE JUICE HOLDINGS, LLC and FRESH LOGISTICS, LLC (collectively, "**Grantors**") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the **"Collateral Agent"**).

WITNESSETH:

Whereas, reference is made to (i) that certain Pledge and Security Agreement (First Lien), dated as of December 16, 2005 (as amended to date, the "**Existing Security Agreement**"), between certain of the Grantors and Goldman Sachs Credit Partners L.P. as collateral agent and (ii) that certain U.S. Trademark Security Agreement (First Lien), dated as of December 16, 2005 (the "**Existing Trademark Security Agreement**"), between certain of the Grantors and Goldman Sachs Credit Partners L.P. as collateral agent;

Whereas, the Grantors and the Collateral Agent have entered into that certain Amended and Restated Pledge and Security Agreement (First Lien), dated as of February 11, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Pledge and Security Agreement**") and in connection therewith each grantor has agreed to amend and restate the Existing Trademark Security Agreement as set forth herein;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Collateral Agent, as of the date hereof, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (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 Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Amended and Restated 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 Amended and Restated Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Amended and Restated Trademark Security Agreement is deemed to conflict with the Amended and Restated Pledge and Security Agreement, the provisions of the Amended and Restated Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Amended and Restated 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 5. Counterparts. This Amended and Restated 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.

SECTION 6. Existing Agreement Superseded. The Existing Trademark Security Agreement is superseded by this Amended and Restated Trademark Security Agreement, which hereby renews, amends, restates and modifies, but does not novate or extinguish, the obligations under the Existing Trademark Security Agreement.

[Remainder of page intentionally left blank]

In witness whereof, each Grantor has caused this Amended and Restated 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: Scott LaPorta
Title: Chief Financial Officer

BOLTHOUSE JUICE PRODUCTS, LLC

By: _____
Name: Scott LaPorta
Title: Chief Financial Officer

BF BOLTHOUSE HOLDCO LLC

By: _____
Name: Scott LaPorta
Title: Chief Financial Officer

BOLTHOUSE HOLDING CORP.

By: _____
Name: Scott LaPorta
Title: Chief Financial Officer

BOLTHOUSE JUICE HOLDINGS, LLC

By: _____
Name: Scott LaPorta
Title: Chief Financial Officer

FRESH LOGISTICS, LLC

By: Scott LaPorta

Name: Scott LaPorta
Title: Chief Financial Officer

Accepted and Agreed:
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Authorized Officer
ROBERT HETU
MANAGING DIRECTOR

By: _____
Authorized Officer
CHRISTOPHER REO DAY
ASSOCIATE

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

WM. BOLTHOUSE FARMS, INC.

Mark	Application No. Filing Date	Registration No. Registration Date
BOLTHOUSE	77/143,469 3/29/07	3,439,232 6/3/08
BOLTHOUSE DO BRASIL LTDA. AND DESIGN Bolthouse DO BRASIL	78/887,655 5/19/06	3,532,607 11/11/08
BOLTHOUSE FARMS	78/209,150 01/30/03	2,871,484 08/10/04
Bolthouse FARMS SINCE 1915	78/209,338 01/31/03	2,934,040 03/15/05
BOM DIA (STYLIZED) Bom Dia	77/025,133 10/19/06	3,686,456 9/22/09
CRAFTED BY NATURE, BOTTLED BY BOLTHOUSE	77/220,198 7/2/07	3,513,605 10/7/08
FRESH LOGISTICS	78/721,033 09/27/05	3,295,131 9/18/07
FreshLogistics	78/736,921 10/20/05	3,220,790 3/20/07
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
LOOK MOM!	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

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Mark	Application No. Filing Date	Registration No. Registration Date
Mercer RANCH	78/653,375 06/17/05	3,098,115 5/30/06
MERCER RANCH	78/653,445 06/17/05	3,098,120 5/30/06
PERFECTLY PROTEIN	78/736,810 10/20/05	3,287,016 8/28/07
PREMIUM MATCHSTIX FRENCH-CUT COOKING CARROTS	78/951,499 8/14/06	3,256,053 6/26/07
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
TRAVELERS	74/639,993 02/24/95	1,960,105 03/05/96
Wm. BOLTHOUSE FARMS	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
AMAZING MANGO	77/406,488 2/26/08	3,584,377 3/3/09
BLUE GOODNESS	78/478,574 09/03/04	3,213,920 02/27/07
BOM DIA	78/697,153 08/22/05	3,681,534 09/08/09
CONQUER	77/579,533 9/26/08	3,703,177 10/27/09
GREEN GOODNESS	78/311,026 10/08/03	2,940,918 04/12/05

Mark	Application No. Filing Date	Registration No. Registration Date
NUTRIENTS FOR VIBRANT HEALTH AND DESIGN NUTRIENTS FOR VIBRANT HEALTH	77/123,361 3/6/07	3,338,971 11/20/07
PERFECTLY PROTEIN	78/311,018 10/08/03	3,130,549 08/15/06
TRANSCEND	77/579,528 9/26/08	3,703,176 10/27/09
VEDGE	76/387,963 03/28/02	2,835,112 04/20/04

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