

**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
Country Pure Foods, LLC		08/13/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of Montreal, as Administrative Agent
Street Address:	115 S. LaSalle Street, 19th Floor West
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank - Canadian chartered bank: CANADA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3458654	CHOOSE THE JUICE
Registration Number:	2634584	COUNTRY PURE FOODS
Registration Number:	3736278	COUNTRY PURE FOODS
Registration Number:	1915285	SELECT GROVE
Serial Number:	77881856	BREAKFAST4U
Serial Number:	77927674	JUICE4U
Serial Number:	77881855	SNACK4U

**CORRESPONDENCE DATA**

Fax Number: (312)706-9000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3127018352  
 Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,  
 ejpalmer@mayerbrown.com, ejpalmer@mayerbrown.com  
 Correspondent Name: Erick J. Palmer  
 Address Line 1: P. O. Box 2828

OP \$190.00 3458654

**900169761**

**TRADEMARK  
 REEL: 004263 FRAME: 0462**

Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER: 10341189 EJP

NAME OF SUBMITTER: Erick J. Palmer

Signature: /ejp/

Date: 08/19/2010

**Total Attachments: 7**

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**SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

August 13, 2010

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, Country Pure Foods, LLC, a Delaware limited liability company (the "Grantor") with principal offices at 681 West Waterloo Road, Akron, Ohio 44314, hereby grants Bank of Montreal, as Administrative Agent, with principal offices at 115 S. LaSalle Street, 19<sup>th</sup> Floor West, Chicago, Illinois 60603 (the "Administrative Agent"), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;
- (b) all Trademark licenses;
- (c) all reissues, extensions or renewals of any item described in clause (a) or (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

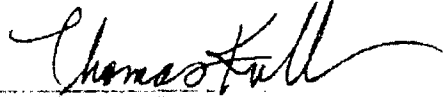
**THIS SECURITY INTEREST** (this "Agreement") is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents, certain Hedging Agreements and certain Cash Management Arrangements, as such terms are defined in the Security Agreement among the Grantor, each affiliate of the Grantor that is party thereto from time to time and the Administrative Agent, dated as of August 13, 2010 (the "Security Agreement"). Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Liabilities have been paid in full and all Commitments have been terminated, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

This security interest has been made in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

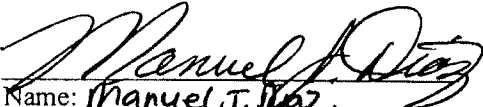
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above

COUNTRY PURE FOODS, LLC, Grantor

By:   
Name: Thomas Kolb  
Title: Senior Vice President,  
Chief Financial Officer and Treasurer

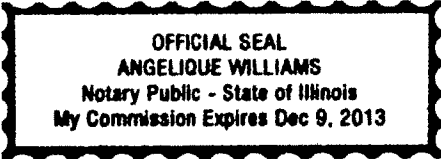
BANK OF MONTREAL, as Administrative Agent

By:   
Name: Manuel J. Diaz  
Title: Vice President

STATE OF IL. )  
COUNTY OF Cook ) ss.:

On this 11 day of 08, 2010 before me personally came MANUEL J. DIAZ who, being by me duly sworn, did state as follows: that [s]he is a Vice President of Bank of Montreal, that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Angelique Williams  
Notary Public



STATE OF OHIO

COUNTY OF Summit

On this 11<sup>th</sup> day of August, 2010, before me personally came Thomas Kolb who, being by me duly sworn, did state as follows: that [s]he is Senior Vice President & CFO of Country Pure Foods LLC, and that [s]he is authorized to execute the foregoing Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

[Signature]  
Notary Public



**BJ Gardner**  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 03/15/12



SCHEDULE A

SERIAL NUMBER	REG. NUMBER	WORD MARK	COUNTRY
77/881,856	Pending	BREAKFAST4U	USA
77/013,520	3,458,654	CHOOSE THE JUICE	USA
76/263,679	2,634,584	COUNTRY PURE FOODS	USA
77/720,387	3,736,278	COUNTRY PURE FOODS (& DESIGN)	USA
77/927,674	Pending	JUICE 4 U	USA
1,480,444	Pending	JUICE 4 U	Canada
74/565,846	1,915,285	SELECT GROVE	USA
77/881,855	Pending	SNACK4U	USA