

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Recorded at Reel 3306, Frame 0015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal (as successor in interest to Harris N.A.), as administrative agent		08/12/2011	chartered bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clement Pappas and Company, Inc.		
<b>Street Address:</b>	1 Collins Drive, Suite 200		
<b>City:</b>	Carneys Point		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08069		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1631048	RUBY KIST	
Registration Number:	2848985	GROWN RIGHT	
Registration Number:	1915856	BOO JUICE	
Registration Number:	2084905	APPLELICIOUS	
Registration Number:	2164535	CLEM'S JUICE BAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415.954.0200		
<b>Email:</b>	trademark@ssd.com		
<b>Correspondent Name:</b>	Elizabeth A. Seals		
<b>Address Line 1:</b>	Squire, Sanders & Dempsey (US) LLP		
<b>Address Line 2:</b>	275 Battery Street, Suite 2600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		

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ATTORNEY DOCKET NUMBER:	106005.00004
NAME OF SUBMITTER:	Elizabeth A. Seals
Signature:	/eseals/
Date:	09/02/2011
Total Attachments: 3 source=Release of Security Interest in Trademark Collateral#page1.tif source=Release of Security Interest in Trademark Collateral#page2.tif source=Release of Security Interest in Trademark Collateral#page3.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

WHEREAS, pursuant to that certain Trademark Collateral Agreement, dated May 4, 2006 (the "*Trademark Collateral Agreement*"), recorded in the United States Patent and Trademark Office on May 10, 2006 at Reel 3306, Frame 0015, **Clement Pappas and Company Inc.** ("*Releasee*"), a New Jersey corporation, granted to **Bank of Montreal (as successor in interest to Harris N.A.)** ("*Releasor*"), as administrative agent for the Secured Creditors (as defined in that certain Security Agreement, dated May 4, 2006, by and among Releasee, the other debtors party thereto and Releasor, as amended, modified, supplemented or restated from time to time (the "*Security Agreement*")), a continuing security interest in (i) each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; (ii) each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and (iii) all proceeds of the foregoing, including without limitation, any claim by Releasee against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages (collectively, the "*Collateral*"); and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its lien on and security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Releasor hereby relinquishes, releases and discharges its lien(s) on and security interest(s) in or to, and any and all other rights in the Collateral, and any other trademark, trademark registration and trademark application, that Releasor has, had or could have had pursuant to the Trademark Collateral Agreement or the Security Agreement, and hereby terminates the Trademark Collateral Agreement and the Security Agreement. Releasor hereby further authorizes Releasee to take any and all actions, including filing and recording this document with any and all appropriate governmental authorities, to effect and further document the release made hereby.

IN WITNESS WHEREOF, the Releasor has caused this Release of Security Interest in Trademark Collateral to be duly executed as of August 12, 2011.

BANK OF MONTREAL, as Agent

By: 

Name: Nicholas Bourne

Title: Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
Ruby Kist	1631048	January 8, 1991
Grown Right	2848985	June 1, 2004
Boo Juice	1915856	August 29, 1995
Appleicious	2084905	July 29, 1997
Clem's Juice Bar	2164535	June 9, 1998

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
	None	

**COMMON LAW MARKS AND TRADE NAMES**

None

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None