

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		12/11/2012	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	APPLE & EVE, LLC
Street Address:	2 Seaview Boulevard
City:	Port Washington
State/Country:	NEW YORK
Postal Code:	11050
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	77109338	APPLE & EVE FIZZICS
Serial Number:	77083433	APPLE & EVE FAMILIES FIT TOGETHER
Serial Number:	76502097	APPLE & EVE NATURALLY LIGHT
Serial Number:	74266105	APPLE & EVE
Serial Number:	78374510	LIGHT & FRUITFUL
Serial Number:	78902490	DRINK TO PINK
Serial Number:	78759003	CRANBERRY WELLNESS
Serial Number:	78751012	CRANBERRY CREATIONS
Serial Number:	78751008	CRANBERRY CREATIONS
Serial Number:	77251290	AWAKE
Serial Number:	77135176	FIZZ ED
Serial Number:	76463792	BE PURE. BE FRUITFUL.
Serial Number:	76298794	WATERFRUITS
Serial Number:	76264606	POWER POUCH

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Serial Number:	76142567	CRANBERRY JUICE & MORE
Serial Number:	75560993	NOTHIN' BUT JUICE
Serial Number:	75430980	NORTHLAND CRANBERRIES
Serial Number:	74666522	MADE IN THE SHADE
Serial Number:	74581352	NORTHLAND CRANBERRIES, INC.
Serial Number:	74546389	ORIGINAL TREE SWEET
Serial Number:	74340668	NORTHLAND
Serial Number:	74306418	NORTHLAND
Serial Number:	74218306	AWAKE
Serial Number:	74017395	NATURALLY CRANBERRY
Serial Number:	73551156	THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE
Serial Number:	72213518	PONCHO PUNCH
Serial Number:	72016285	TREESWEET
Serial Number:	71396619	TREESWEET

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	185535-0014
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	12/12/2012

Total Attachments: 6
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of December 11, 2012, and made by ARES CAPITAL CORPORATION, in its capacity as collateral agent for the Lenders ("Grantee") to APPLE & EVE, LLC ("Grantor").

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of October 5, 2007, made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 5, 2007, at Reel 003634 and Frame 0554; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

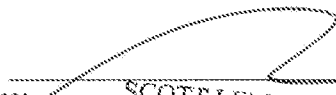
1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates releases and discharges its security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

ARES CAPITAL CORPORATION,
as collateral agent for the Lenders

By: 
Name: SCOTT LEM
Title: AUTHORIZED SIGNATORY

Schedule A

U.S. Trademark Applications and Registrations

Grantor	Country/State	Mark	Application/ Registration No.	Application/ Registration Date
Apple & Eve, LLC	USA	APPLE & EVE FIZZICS	77/109,338	02/16/07
Apple & Eve, LLC	USA		77/083,433	01/16/07
Apple & Eve, LLC	USA	APPLE & EVE NATURALLY LIGHT	76/502,097 2,867,606	03/03/03 07/27/07
Apple & Eve, LLC	USA		74/266,105 1,803,370	04/15/92 11/09/93
Apple & Eve, LLC	USA	LIGHT & FRUITFUL	78/374,510 2,930,846	02/26/04 03/08/05
Apple & Eve, LLC	USA	DRINK TO PINK	78/902,490	06/07/06
Apple & Eve, LLC	USA	CRANBERRY WELLNESS	78/759,003	11/22/05

Grantor	Country/State	Mark	Application/ Registration No.	Application/ Registration Date
Apple & Eve, LLC	USA	CRANBERRY CREATIONS	78/751,012	11/10/05
Apple & Eve, LLC	USA	CRANBERRY CREATIONS	78/751,008	11/10/05
Apple & Eve, LLC	USA	AWAKE	77/251,290	08/09/07
Apple & Eve, LLC	USA	FIZZ ED	77/135,176	03/20/07
Apple & Eve, LLC	USA	PUREFIZZ	77/137,289	03/09/07
Apple & Eve, LLC	USA	BE PURE. BE FRUITFUL.	76/463,792 2,750,120	11/04/02 08/12/03
Apple & Eve, LLC	USA	WATERFRUITS	76/298,794 2,860,698	08/13/01 07/06/04
Apple & Eve, LLC	USA	POWER POUCH	76/264,606 2,667,168	05/30/01 12/24/02
Apple & Eve, LLC	USA	CRANBERRY JUICE & MORE	76/142,567 2,667,017	10/06/00 12/24/02

Grantor	Country/State	Mark	Application/ Registration No.	Application/ Registration Date
Apple & Eve, LLC	USA	NOTHIN' BUT JUICE	75/560,993 2,265,146	09/24/98 07/27/99
Apple & Eve, LLC	USA	NORTHLAND CRANBERRIES	75/430,980 2,216,485	02/09/98 01/05/99
Apple & Eve, LLC	USA	MADE IN THE SHADE	74/666,522 1,966,800	04/26/95 04/09/96
Apple & Eve, LLC	USA		74/581,352 1,925,743	10/03/94 10/10/95
Apple & Eve, LLC	USA		74/546,389 1,986,535	07/06/94 07/16/96
Apple & Eve, LLC	USA	NORTHLAND	74/340,668 1,949,332	12/16/92 01/16/96
Apple & Eve, LLC	USA	NORTHLAND	74/306,418 1,817,513	08/19/92 01/18/94
Apple & Eve, LLC	USA	AWAKE	74/218,306 1,716,286	11/04/91 09/15/92
Apple & Eve, LLC	USA	NATURALLY CRANBERRY	74/017,395 1,972,041	01/08/90 05/07/96
Apple & Eve, LLC	USA	THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE	73/551,156 1,406,048	08/01/85 08/19/86
Apple & Eve, LLC	USA	PONCHO PUNCH	72/213,518 805,698	03/08/65 03/15/66
Apple & Eve, LLC	USA	TREESWEEET	72/016,285 656,892	09/24/56 01/07/58

Grantor	Country/State	Mark	Application/ Registration No.	Application/ Registration Date
Apple & Eve, LLC	USA	TREESWEET	71/396,619 354,723	08/20/37 02/22/38