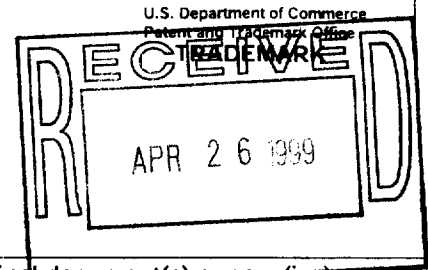


05-04-1999



101028971

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

4.26.99

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Termination of Security Agreement

Effective Date
Month Day Year
04 - 14 - 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Juice Kitchen, Inc.

04 - 14 - 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Juice Stop Franchising Corp.

DBA/AKATA

Composed of

Address (line 1) 10333 East Dry Creek Road

Address (line 2) Suite 110

Address (line 3) Englewood

City

Colorado

State/Country

80112

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization California

FOR OFFICE USE ONLY

05/03/1999 DNGUYEN 00000182 75366645

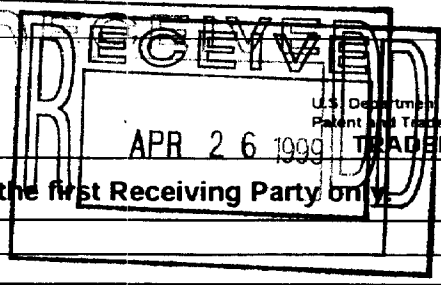
01 FC:481
02 FC:482

40.00 OP
25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1891 FRAME: 0334



Domestic Representative Name and Address

Enter for the first Receiving Party only

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number **303-861-7000**

Name **Joshua J. Widoff, Esq.**
Address (line 1) **410 17th Street**
Address (line 2) **Suite 2200**
Address (line 3) **Denver, Colorado**
Address (line 4) **80202**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

2

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75366645			1986707		

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **65.00**

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # _____

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joshua J. Widoff

Name of Person Signing

Joshua J. Widoff
Signature

4-16-99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This Termination of Trademark Security Agreement (this "Termination Agreement"), dated as of April 16, 1999 (the "Effective Date"), is made by and among JUICE STOP INTERNATIONAL, INC., a Delaware corporation ("JSI") with its principal place of business at 10333 East Dry Creek Road, Suite 119, Englewood, Colorado 80112, JUICE STOP FRANCHISING CORP., a California corporation ("JSFC") with its principal place of business at 10333 East Dry Creek Road, Suite 110, Englewood, Colorado 80112 (together with JSI, the "Debtor"), and JUICE KITCHEN, INC., a Delaware corporation (the "Secured Party").

Recitals

WHEREAS, the Debtor and CRITICAL CAPITAL GROWTH FUND, L.P., a Delaware limited partnership ("CCGF") with an office at 90 Park Avenue, 39th Floor, New York, New York 10016 and CAPEX, L.P., a Delaware limited partnership with an office at 1670 Broadway, Suite 3350, Denver, Colorado 80202 ("Capex") entered into a Trademark Security Agreement dated December 30, 1998 (the "Security Agreement") in connection with a loan given by Secured Party under the terms set forth in that certain DIP Financing Facility Loan and Security Agreement of even date therewith.

WHEREAS, the Security Agreement was filed in the U.S. Patent and Trademark Office on February 11, 1999.

WHEREAS, Capex and CCGF assigned their rights under the Security Agreement to the Lender pursuant to a Contribution Agreement and Assignment of Loan Rights of even date herewith.

WHEREAS, the Secured Party and the Debtor desire to terminate the Security Agreement pursuant to this Termination Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Agreement


1. Termination of Agreement. As of the Effective Date, the Security Agreement is terminated and shall be of no further force or effect, with neither party having any further obligations under the Security Agreement.

2. Governing Law. This Termination Agreement shall be construed in all respects in accordance with, and governed by the laws of the State of Colorado, without regard to conflicts of law rules of that state.


3. Counterparts/Facsimile. This Termination Agreement may be executed in counterparts which together shall constitute one instrument. This Termination Agreement may be executed by facsimile signatures which shall be binding as originals on the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement as of the Effective Date.

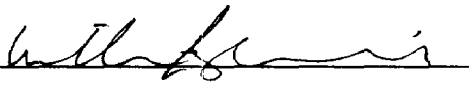
JUICE STOP FRANCHISING CORP., a
California corporation

By: 
Name: _____
Title: President

JUICE STOP INTERNATIONAL, INC., a
Delaware corporation

By: 
Name: _____
Title: President

JUICE KITCHEN, INC., a Delaware
corporation

By: 
Name: _____
Title: President

STATE OF Colorado
COUNTY OF Denver SS.

Subscribed and sworn to before me this 16 day of April,
1999 by William S. Glennie as President of Juice Stop Franchising
Corp, a California corporation.

My commission expires:
JOY WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/13/2002

Joy Williams
NOTARY PUBLIC

STATE OF Colorado
COUNTY OF Denver SS.

Subscribed and sworn to before me this 16 day of April,
1999 by William S. Glennie as President of Juice Stop International, a
Delaware corporation.

My commission expires:
JOY WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/13/2002

Joy Williams
NOTARY PUBLIC

STATE OF Colorado
COUNTY OF Denver SS.

Subscribed and sworn to before me this 16 day of April,
1999 by William S. Glennie as President of Juice Kitchen, Inc., a
Delaware corporation.

My commission expires:
JOY WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 3/13/2002

Joy Williams
NOTARY PUBLIC