

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
Wm. Bolthouse Farms, Inc.		12/16/2005	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Second Lien Collateral Agent
Street Address:	Attention: Robert Rittelmeyer, Agency Management
Internal Address:	1455 Market Street, 5th Floor, CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Association:

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	78478574	BLUE GOODNESS
Serial Number:	78209150	BOLTHOUSE FARMS
Serial Number:	78209338	BOLTHOUSE FARMS SINCE 1915
Serial Number:	78697153	BOM DIA
Serial Number:	74601851	CALIFORNIA COLDWATER CARROTS
Serial Number:	78721033	FRESH LOGISTICS
Serial Number:	78736921	FRESHLOGISTICS
Serial Number:	74293274	FRESH-WAY
Serial Number:	75090264	GRABBITS
Serial Number:	78311026	GREEN GOODNESS
Serial Number:	78310203	GREEN REVOLUTION
Serial Number:	76395121	HYDROBIND
Serial Number:	72345130	LOOK MOM!

OP \$715.00 78478574

Serial Number:	76130028	LOOK MOM!
Serial Number:	78690656	MACAJUBA
Serial Number:	75389106	MATCHSTIX FRENCH-CUT COOKING CARROTS WM BOLTHOUSE FARMS
Serial Number:	78678965	MATCHSTIX FRENCH-CUT COOKING CARROTS
Serial Number:	78653375	MERCER RANCH
Serial Number:	78653445	MERCER RANCH
Serial Number:	78311018	PERFECTLY PROTEIN
Serial Number:	78310196	POSITIVELY PROTEIN
Serial Number:	78265173	PREMIUM PETITES
Serial Number:	78690457	RAREFRUIT
Serial Number:	74013793	SHORTCUTS
Serial Number:	74639993	TRAVELERS
Serial Number:	74185851	WM. BOLTHOUSE FARMS
Serial Number:	74015335	WM. BOLTHOUSE FARMS
Serial Number:	76387963	VEDGE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038611-0019
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	12/21/2005

Total Attachments: 6

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**U.S. TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

U.S. Trademark Security Agreement, dated as of December 16, 2005 (as amended, restated or otherwise modified from time to time, the "**Trademark Security Agreement**"), between each of WM. BOLTHOUSE FARMS, INC., BOLTHOUSE JUICE PRODUCTS, LLC, BF BOLTHOUSE HOLDCO, LLC, BOLTHOUSE HOLDING CORP., BOLTHOUSE JUICE HOLDINGS, L LC (collectively, "**Grantors**") and BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "**Collateral Agent**").

W I T N E S S E T H:

Whereas, Grantors are party to a Pledge and Security Agreement (Second Lien) dated as of December 16, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the 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 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 Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

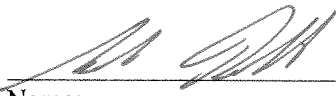
SECTION 5. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 6. Counterparts. This 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

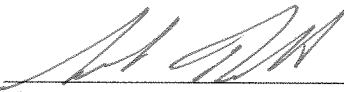
WM. BOLTHOUSE FARMS, INC.

By: 
Name: _____
Title: _____

BOLTHOUSE JUICE PRODUCTS, LLC

By: 
Name: _____
Title: _____


BF BOLTHOUSE HOLDCO LLC

By: 
Name: _____
Title: _____


BOLTHOUSE HOLDING CORP.

By: 
Name: _____
Title: _____

BOLTHOUSE JUICE HOLDINGS, LLC

By: 
Name: _____
Title: _____




Accepted and Agreed:
BANK OF AMERICA, N.A.,
as Collateral Agent




By: 
Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

Trademark Security Agreement (Second Lien)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

WM. BOLTHOUSE FARMS, INC.

Mark	Application No. Filing Date	Registration No. Registration Date
BLUE GOODNESS	78/478,574 09/03/04	
BOLTHOUSE FARMS	78/209,150 01/30/03	2,871,484 08/10/04
	78/209,338 01/31/03	2,934,040 03/15/05
BOM DIA	78/697,153 08/22/05	
CALIFORNIA COLDWATER CARROTS	74/601,851 11/22/94	1,949,787 01/16/96
FRESH LOGISTICS	78/721,033 09/27/05	
	78/736,921 10/20/05	
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
GREEN GOODNESS	78/311,026 10/08/03	2,940,918 04/12/05
GREEN REVOLUTION	78/310,203 10/07/03	
HYDROBIND	76/395,121 04/12/02	2,784,853 11/18/03
	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

Mark	Application No. Filing Date	Registration No. Registration Date
MACAJUBA	78/690,656 08/11/05	
	75/389,106 11/12/97	2,225,521 02/23/99
MATCHSTIX FRENCH-CUT COOKING CARROTS	78/678,965 07/26/05	
	78/653,375 06/17/05	
MERCER RANCH	78/653,445 06/17/05	
PERFECTLY PROTEIN	78/311,018 10/08/03	
POSITIVELY PROTEIN	78/310,196 10/07/03	
PREMIUM PETITES	78/265,173 06/20/03	2,932,099 03/08/05
RAREFRUIT	78/690,457 08/11/05	
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
	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
VEDGE	76/387,963 03/28/02	2,835,112 04/20/04

LA11514970.3

RECORDED: 12/21/2005

TRADEMARK
REEL: 003214 FRAME: 0764