

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
APPLE & EVE, LLC		10/05/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	280 Park Avenue
Internal Address:	22nd Floor East
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	77109338	APPLE & EVE FIZZICS
Serial Number:	77083433	APPLE & EVE FAMILIES FIT TOGETHER
Registration Number:	2867606	APPLE & EVE NATURALLY LIGHT
Registration Number:	1803370	APPLE & EVE
Registration Number:	2930846	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:	77137289	SHAPE IT UP
Registration Number:	2750120	BE PURE. BE FRUITFUL.

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Registration Number:	2860698	WATERFRUITS
Registration Number:	2667168	POWER POUCH
Registration Number:	2667017	CRANBERRY JUICE & MORE
Registration Number:	2265146	NOTHIN' BUT JUICE
Registration Number:	2216485	NORTHLAND CRANBERRIES
Registration Number:	1966800	MADE IN THE SHADE
Registration Number:	1925743	NORTHLAND CRANBERRIES, INC.
Registration Number:	1986535	ORIGINAL TREE SWEET
Registration Number:	1949332	NORTHLAND
Registration Number:	1817513	NORTHLAND
Registration Number:	1716286	AWAKE
Registration Number:	1972041	NATURALLY CRANBERRY
Registration Number:	1406048	THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE
Registration Number:	0805698	PONCHO PUNCH
Registration Number:	0656892	TREESWEET
Registration Number:	0354723	TREESWEET

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen
Address Line 1: 355 South Grand Avenue
Address Line 2: Suite 4400
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.0000326864
NAME OF SUBMITTER:	K
Signature:	/Kimberley A. Lathrop/
Date:	10/05/2007

Total Attachments: 7
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of October 5, 2007 is made by APPLE & EVE, LLC, a Delaware limited liability company, located at 2 Seaview Blvd., Port Washington, NY 11050 (the "*Grantor*"), in favor of ARES CAPITAL CORPORATION, a Maryland corporation ("*ARCC*"), located at 280 Park Avenue, 22nd Floor East, New York, NY 10017, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 5, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among US JUICE PARTNERS, LLC, a Delaware limited liability company ("*Parent Guarantor*"), Parent Guarantor's Subsidiaries thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, APPLE & EVE, LLC, a Delaware limited liability company ("*Target*"), EDEN MERGER SUB, LLC a Delaware limited liability company ("*Acquisition Sub*"), the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), ARCC, as administrative agent for the Lenders and the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of Grantor have executed and delivered a Security Pledge Agreement, dated as of October 5, 2007, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Pledge Agreement*");

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APPLE & EVE, LLC,
a Delaware limited liability company,
as Grantor

By: Jonathan Alpert
Name: Jonathan Alpert
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent



By: Merritt S. Hooper
Name: Merritt S. Hooper
Title: Secretary & Assistant Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 003634 FRAME: 0560

SCHEDULE A



U.S. Trademark Registrations and Applications

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
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

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