

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wm. Bolthouse Farms, Inc.	12/28/2005
RECEIVING PARTY DATA	
Name:	Bolthouse Juice Products, LLC
Street Address:	7200 East Brundage Lane
City:	Bakersfield
State/Country:	CALIFORNIA
Postal Code:	93307
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D488070
CORRESPONDENCE DATA	
Fax Number:	(312)660-0471
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-861-6371
Email:	rprescan@kirkland.com
Correspondent Name:	Renee Prescan
Address Line 1:	200 E. Randolph Drive
Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	10095-1 RMP
NAME OF SUBMITTER:	Renee M. Prescan

CH \$40.00 D488070

Total Attachments: 5
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Intellectual Property Assignment

This Intellectual Property Assignment (this "Assignment") is made and entered into as of December 28, 2005 ("Effective Date") between Wm. Bolthouse Farms, Inc., a Michigan corporation (hereinafter called "Assignor"), and Bolthouse Juice Products, LLC, a Delaware limited liability company (hereinafter called "Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for registration set forth on Schedule A attached hereto, together with any and all legal and common law rights (including, without limitation, corporate names, logos and slogans) relating to the foregoing and together with the goodwill of the business associated with each of the foregoing (collectively, the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States patents and patent applications set forth on Schedule B attached hereto (collectively, the "Patents"); and

WHEREAS, Assignor and Assignee have entered the Asset Contribution Agreement of even date herewith, wherein Assignor transfers its Beverage Business (as defined in the Asset Contribution Agreement) to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Trademarks and the Patents, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable states or foreign countries, to record Assignee as the assignee and owner of the Trademarks and Patents.

3. Counterparts; Facsimile Signature. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall

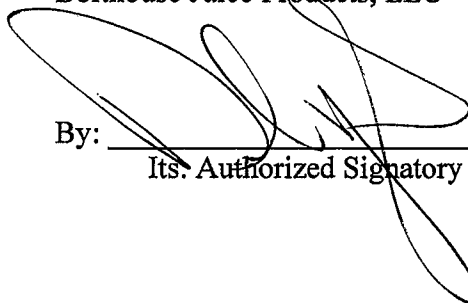
together constitute one and the same instrument. This Assignment may be executed by facsimile signature and such facsimile signature shall be deemed an original.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Wm. Bolthouse Farms, Inc.

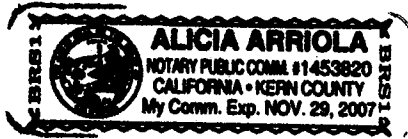
By: 
Its: Authorized Signatory


Bolthouse Juice Products, LLC

By: 
Its: Authorized Signatory

STATE OF California)
) SS.
COUNTY OF Kern)

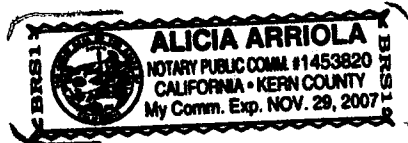
On this 28th day of ^{December} ~~June~~, 2005 there appeared before me Steve Roodzant, personally known to me, who acknowledged that he/~~she~~ signed the foregoing Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of Wm. Bolthouse Farms, Inc.

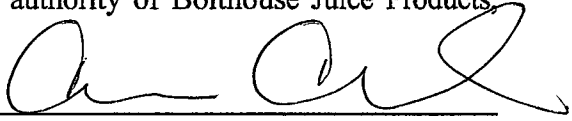



Notary Public

STATE OF California)
) SS.
COUNTY OF Kern)

On this 28th day of ^{December} ~~June~~, 2005 there appeared before me Derek Yurosek, personally known to me, who acknowledged that he/~~she~~ signed the foregoing Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of Bolthouse Juice Products, LLC.




Notary Public

Schedule A

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
BLUE GOODNESS	78/478,574 9/3/04	
BOM DIA	78/697,153 8/22/05	
GREEN GOODNESS	78/311,026 10/8/03	2,940,918 4/12/05
GREEN REVOLUTION	78/310,203 10/7/03	
MACAJUBA	78/690,656 8/11/05	
PERFECTLY PROTEIN	78/311,018 10/8/03	
POSITIVELY PROTEIN	78/310,196 10/7/03	
RAREFRUIT	78/690,457 8/11/05	
VEDGE	76/387,963 3/28/02	2,835,112 4/20/04

Schedule B

Patent Description	Application No./Patent No.	Filing Date/Issue Date
Plastic container	D488070	06-Apr-04