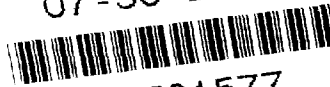


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To the Honorable Commissioner of Patents &

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Odwalla, Inc., a California corporation
Fresh Samantha, Inc., a Maine corporation

7-1901

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 12, 2001

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.

Internal Address: Attn: Sandi Dolan

Street Address: 125 S. Market St.

City: San Jose State: CA ZIP: 95113

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

see Schedule 1 attached

B. Trademark registration No.(s)

see Schedule 1 attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

87

7. Total fee (37 CFR 3.41): \$ 2,190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/27/2001 RMMED1 00000062 74412336

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02 FC:482 2150.00 OP

9. 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.

Nancy Brandel, Esq.
Name of Person Signing

Signature

July 18, 2001

Date

Total number of pages comprising cover sheet:

27

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE 1**TRADEMARK REGISTRATIONS AND APPLICATIONS WITH THE US PTO**

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
ODWALLA	United States	Serial No. 74/412,336 App. Date 7/14/1993	Reg. No. 1,831,511 Reg. Date 4/19/1994
ODWALLA	United States	Serial No. 75/762,871 App. Date 7/29/1999	Reg. No. 2348760 Reg. Date 5/9/2000
ODWALLA (STYLIZED)	United States	Serial No. 73/596,806 App. Date 5/5/1986	Reg. No. 1,445,489 Reg. Date 6/30/1987
ODWALLAWEAR	United States	Serial No. 74/387,631 App. Date 5/5/1993	Reg. No. 2,214,822 Reg. Date 12/29/1998
SERIOUS GINSENG	United States	Serial No. 75/029,210 App. Date 12/7/1995	Reg. No. 2,090,526 Reg. Date 8/26/1997
SUMMERTIME LIME	United States	Serial No. 75/011,017 App. Date 10/26/1995	Reg. No. 2,139,983 Reg. Date 3/3/1998
VANILLA AL'MONDO	United States	Serial No. 75/426,208 App. Date 1/30/1998	Reg. No. 2,209,187 Reg. Date 12/8/1998
NOURISH YOUR THIRST	United States	Serial No. 75/883,959 App. Date 12/30/1999	Reg. No. 2,400,297 Reg. Date 10/31/2000
NOURISHING THE BODY WHOLE	United States	Serial No. 75/762,883 App. Date 7/29/1999	Reg. No. 2348762 Reg. Date 5/9/2000
C MONSTER	United States	Serial No. 74/461,520 App. Date 11/12/1993	Reg. No. 1,970,362 Reg. Date 4/23/1996
MENAGE A TROPIQUE	United States	Serial No. 75/010,843 App. Date 10/26/1995	Reg. No. 2,023,533 Reg. Date 12/17/1996
MO'BETA	United States	Serial No. 74/532,587 App. Date 6/2/1994	Reg. No. 1,966,203 Reg. Date 4/9/1996
FUTURE SHAKE	United States	Serial No. 75/227,732 App. Date 1/17/1997	Reg. No. 2,161,581 Reg. Date 6/2/1998
FEMME VITALE	United States	Serial No. 74/623,686 App. Date 1/20/1995	Reg. No. 2,191,688 Reg. Date 9/29/1998

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
NO MUMBO JUMBO	United States	Serial No. 74/460,693 App. Date 11/19/1993	Reg. No. 1,858,798 Reg. Date 10/18/1994
MANGO TANGO	United States	Serial No. 74/387,576 App. Date 5/5/1993	Reg. No. 2,183,179 Reg. Date 8/25/1998
JUICE FOR HUMANS	United States	Serial No. 74/460,692 App. Date 11/19/1993	Reg. No. 1,858,797 Reg. Date 10/18/1994
DRINK IT & THRIVE	United States	Serial No. 74/460,654 App. Date 11/19/1993	Reg. No. 1,859,917 Reg. Date 10/25/1994
DRINK IT & THRIVE	United States	Serial No. 76/233,842 App. Date 3/29/2001	-----
MISC. DESIGN (BIRD)	United States	Serial No. 74/397,684 App. Date 6/1/1993	Reg. No. 1,823,075 Reg. Date 2/22/1994
MISC. DESIGN (BIRD)	United States	Serial No. 75/888,472 App. Date 1/5/2000	-----
ROOTY FRUITY	United States	Serial No. 75/762,875 App. Date 7/29/1999	Reg. No. 2348761 Reg. Date 5/9/2000
INNER CHAI	United States	Serial No. 75/764,134 App. Date 7/29/1999	Reg. No. 2,351,947 Reg. Date 5/23/2000
REAL FOOD FOR HUMANS	United States	Serial No. 75/762,889 App. Date 7/29/1999	Reg. No. 2,452,529 Reg. Date 5/22/2001
TRIANGLE LOGO	United States	Serial No. 75/762,852 App. Date 7/29/1999	Reg. No. 2,364,479 Reg. Date 7/4/2000
ODWALLAMILK	United States	Serial No. 75/848,765 App. Date 11/15/1999	-----
EASY ACCESS TO GREAT TASTING NOURISHMENT	United States	Serial No. 76/128,917 App. Date 9/15/2000	-----
BOTTLE DESIGN	United States	Serial No. 75/891,053 App. Date 1/7/2000	-----
ODWALLA BAR!	United States	Serial No. 75/884,274 App. Date 12/30/1999	Reg. No. 2,426,758 Reg. Date 2/6/2001
SERIOUS ENERGY	United States	Serial No. 75/884,275 App. Date 12/30/1999	Reg. No. 2,436,772 Reg. Date 3/20/2001
SUPER PROTEIN	United States	Serial No. 75/888,590 App. Date 1/5/2000	-----

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
SUPER PROTEIN	United States	Serial No. 75/980,736 App. Date 12/12/2000	-----
CALL IN THE NATURAL GUARD	United States	Serial No. 75/884,897 App. Date 12/30/1999	Reg. No. 2,398,147 Reg. Date 10/24/2000
C FOR YOURSELF	United States	Serial No. 75/883,960 App. Date 12/30/1999	Reg. No. 2,400,298 Reg. Date 10/31/2000
KNOW YOUR SOURCE	United States	Serial No. 75/883,961 App. Date 12/30/1999	Reg. No. 2,400,299 Reg. Date 10/31/2000
SHAKE UP THE FUTURE	United States	Serial No. 75/883,962 App. Date 12/30/1999	Reg. No. 2,400,300 Reg. Date 10/31/2000
SOY TO SOUL	United States	Serial No. 75/888,099 App. Date 1/4/2000	Reg. No. 2,408,742 Reg. Date 11/28/2000
SOY TO SOUL	United States	Serial No. 75/887,367 App. Date 1/4/2000	-----
THIS JUICE IS FOOD	United States	Serial No. 75/884,898 App. Date 12/30/1999	-----
UDDER(LESS)LY FANTASTIC	United States	Serial No. 75/884,273 App. Date 12/30/1999	-----
WHAT CHEW WANT	United States	Serial No. 75/883,963 App. Date 12/30/1999	Reg. No. 2,400,301 Reg. Date 10/31/2000
MISC DESIGN (C Monster)	United States	Serial No. 75/888,586 App. Date 1/5/2000	-----
FUTURE SHAKEMAN DESIGN	United States	Serial No. 75/884,255 App. Date 12/30/1999	-----
A BREATH OF FRESH	United States	Serial No. 75/883,715 App. Date 12/30/1999	-----
INTOXICATING RHYTHM	United States	Serial No. 75/884,779 App. Date 12/30/1999	-----
LIVING FLAVOR	United States	Serial No. 75/887,128 App. Date 1/4/2000	Reg. No. 2,406,330 Reg. Date 11/21/2000
SOIL TO SOUL	United States	Serial No. 75/888,589 App. Date 1/5/2000	Reg. No. 2,400,315 Reg. Date 10/31/2000
PEOPLE TO PLANET	United States	Serial No. 75/887,025 App. Date 1/4/2000	-----

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
A BREATH OF FRESH INTOXICATING RHYTHM LIVING FLAVOR SOIL TO SOUL PEOPLE TO PLANET NOURISHING THE BODY WHOLE	United States	Serial No. 75/884,256 App. Date 12/30/1999	-----
A BREATH OF FRESH INTOXICATING RHYTHM LIVING FLAVOR SOIL TO SOUL PEOPLE TO PLANET NOURISHING THE BODY WHOLE	United States	Serial No. 75/887,368 App. Date 1/4/2000	Reg. No. 2,400,313 Reg. Date 10/31/2000
FRUITY C MONSTER	United States	Serial No. 75/888,428 App. Date 1/5/2000	Reg. No. 2,436,787 Reg. Date 3/20/2001
THINK DRINK	United States	Serial No. 75/918,583 App. Date 2/14/2000	-----
CARROTONIC	United States	Serial No. 75/943,903 App. Date 3/14/2000	-----
NOURISHING FOOD BAR	United States	Serial No. 76/065,543 App. Date 6/8/2000	-----
BODY ZOOMERS	United States	Serial No. 75/708,601 App. Date 5/17/1999	Reg. No. 2,364,346 Reg. Date 7/4/2000
DESPERATLEY SEEKING C	United States	Serial No. 75/401,256 App. Date 12/8/1997	Reg. No. 2,196,068 Reg. Date 10/13/1998
FRESH SAMANTHA (CLOTHING, TEA)	United States	Serial No. 75/807,835 App. Date 9/24/1999	Reg. No. 2,366,497 Reg. Date 7/11/2000
FRESH SAMANTHA	United States	Serial No. 74/543,128 App. Date 6/27/1994	Reg. No. 1,913,653 Reg. Date 8/22/1995
FRESH SAMANTHA (STYLIZED)	United States	Serial No. 75/708,609 App. Date 5/17/1999	Reg. No. 2,349,992 Reg. Date 5/16/2000
GIRL CARRYING FRUIT (DESIGN)	United States	Serial No. 74/725,039 App. Date 7/10/1995	Reg. No. 2,023,377 Reg. Date 12/17/1996

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
IT AIN'T EASY BEING GREEN	United States	Serial No. 75/807,831 App. Date 9/24/1999	-----
MANGO MAMA	United States	Serial No. 75/708,859 App. Date 5/17/1999	-----
OH HAPPY DAY	United States	Serial No. 75/654,497 App. Date 3/5/1999	Reg. No. 2,369,473 Reg. Date 7/18/2000
PROTEIN BLAST	United States	Serial No. 75/708,377 App. Date 5/17/1999	-----
RASPBERRY DREAM	United States	Serial No. 75/904,200 App. Date 1/27/2000	Reg. No. 2,415,891 Reg. Date 12/26/2000
SAMANTHA	United States	Serial No. 75/922,654 App. Date 2/18/2000	-----
SAMANTHA	United States	Serial No. 76/120,350 App. Date 8/31/2000	-----
SAMANTHA	United States	Serial No. 76/213,912 App. Date 2/20/2001	-----
SUMMER SAMANTHA	United States	Serial No. 75/922,652 App. Date 2/18/2000	-----
SHAKE IT UP BABY	United States	Serial No. 75/666,060 App. Date 3/23/1999	-----
SHAKE IT UP BABY	United States	Serial No. 76/236,737 App. Date 4/6/2001	-----
SUPER JUICE WITH ECHINACEA	United States	Serial No. 75/782,772 App. Date 8/19/1999	Reg. No. 2,445,781 Reg. Date 4/24/2001
VEGGIE CHA CHA	United States	Serial No. 75/807,833 App. Date 9/24/1999	-----
WILLY BOY	United States	Serial No. 75/708,266 App. Date 5/17/1999	Reg. No. 2,349,987 Reg. Date 5/16/2000
WILLY BOY (DESIGN)	United States	Serial No. 75/707,332 App. Date 5/17/1999	Reg. No. 2,348,540 Reg. Date 5/9/2000
THE BIG BANG	United States	Serial No. 75/708,200 App. Date 5/17/1999	Reg. No. 2374908 Reg. Date 8/8/2000

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
THE BIG BANG BODY ZOOM JUICE	United States	Serial No. 75/401,254 App. Date 12/8/1997	Reg. No. 2,198,618 Reg. Date 10/20/1998
THE BIG BANG BODY ZOOM JUICE	United States	Serial No. 75/401,254 App. Date 12/8/1997	Reg. No. 2,198,618 Reg. Date 10/20/1998
VIVA LAS VEGGIES	United States	Serial No. 76/097,242 App. Date 7/26/2000	-----
ODWALLAZONE	United States	Serial No. 76/129,749 App. Date 9/15/2000	-----
CRANBERRY C MONSTER	United States	Serial No. 76/272,077 App. Date 6/14/2001	-----
YUMDILLISHOUS	United States	Serial No. 76/185,210 App. Date 12/21/2000	-----
GINSENG POWER BOLT	United States	Serial No. 76/191,787 App. Date 1/4/2001	-----
SUPER PROTEIN 2001	United States	Serial No. 76/203,374 App. Date 1/31/2001	-----
BREAK FAST	United States	Serial No. 76/228,091 App. Date 3/20/2001	-----
100% PURE YUM	United States	Serial No. 76/227,642 App. Date 3/20/2001	-----
CALCI-YUM	United States	Serial No. 76/271,422 App. Date 6/12/2001	-----

SECURITY AGREEMENT - GENERAL INTANGIBLES
(PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE)

1. THE SECURITY. The undersigned Odwalla, Inc., a California corporation, and Fresh Samantha, Inc., a Maine corporation (each a "Borrower" and collectively, "Borrowers") for valuable consideration hereby grant to BANK OF AMERICA, N.A. ("Bank"), a security interest in any right, title, or interest of any Borrower in or to the following described personal property, whether now owned or hereafter acquired ("Collateral"):

A. All patents and patent applications and all rights corresponding thereto throughout the world, and all unpatented or unpatentable developments and inventions.

B. All trademarks, service marks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of any Borrower's business connected with the use of, and symbolized by any of the above, and all property of any Borrower necessary to produce any products sold under any of the above.

C. All copyrights and copyrighted works, all derivative works thereof, all mask works of semiconductor chip products, and United States and/or foreign applications for registration and registrations thereof.

D. All computer software programs developed or to be developed by any Borrower or in which any Borrower asserts or could assert a proprietary interest; all personal property, including but not limited to source codes, object codes or similar information, which is necessary to the practical utilization of such programs; all tangible property of any Borrower embodying or incorporating any such programs.

E. All trade secrets, proprietary information, customer lists, instructional materials, working drawings, manufacturing techniques, process technology documentation, and product formulations.

F. All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to any Borrower's good will connected with the use of the Collateral and the right to sue therefor.

G. All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral.

H. All proceeds of any Collateral.

provided, however, that the term "Collateral" shall not include, and the Borrowers shall not be deemed to have granted a security interest in, any agreement, document or instrument which relates to the foregoing Collateral to the extent such agreement, document or instrument is not assignable or capable of being encumbered as a matter of law or under the terms of the agreement, document or instrument applicable thereto or such grant would result in a breach of the terms of such agreement, document or instrument (but, in each case, solely to the extent that any such restriction shall be enforceable under applicable law) without the consent of the applicable party thereto, and, in each case, only to the extent that any such term would be rendered ineffective pursuant to Sections 9406, 9407 and 9408 of the Uniform Commercial Code of any relevant jurisdiction.

2. **THE INDEBTEDNESS.** The Collateral secures and will secure all Indebtedness of Borrowers to Bank. For the purposes of this Agreement, "Indebtedness" shall mean all loans and advances made by Bank to any Borrower and all obligations and liabilities of each Borrower to Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent (including but not limited to obligations of any Borrower as a guarantor of the indebtedness of another), and whether incurred directly or acquired by Bank by assignment or otherwise. Unless Borrowers shall have otherwise agreed in writing, "Indebtedness" shall not include "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulations promulgated thereunder.

3. **WARRANTIES AND REPRESENTATIONS.** Each Borrower represents and warrants to Bank as follows:

A. Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which any Borrower has any right, title, or interest, throughout the world.

B. Each Borrower has full power and authority to execute this Agreement and perform its obligations hereunder, and to subject the Collateral to the security interest transferred hereby.

C. Borrowers are the lawful owners of the entire right, title and interest in and to all the Collateral, free and clear of all liens, charges, encumbrances, claims of infringement, setoffs, counterclaims, licenses, shop rights, and covenants not to sue third persons, except as Bank has consented to in writing and except for licenses entered into by Borrowers in the ordinary course of business.

4. **BORROWER'S COVENANTS.** Each Borrower covenants and agrees that, unless compliance is waived by Bank in writing:

A. Borrowers will at their expense properly maintain the Collateral and shall not fail to renew and shall not otherwise abandon any Collateral unless Borrowers determine otherwise in their reasonable business judgment. Borrowers will, at their expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto unless Borrowers determine otherwise in their reasonable business judgment.

B. Borrowers will at their expense protect and defend all rights in the Collateral against any claims and demands of all persons other than the Bank and will, at their expense, enforce all rights in the Collateral against any and all infringers of the Collateral. Except as may be consistent with past practice in the ordinary course of such Borrower's business, no Borrower will license any of the Collateral except with Bank's prior written consent. No Borrower will transfer any of the Collateral except with Bank's prior written consent.

C. Each Borrower will notify Bank in writing prior to any change in such Borrower's place of business or, if such Borrower has or acquires more than one place of business, prior to any change in such Borrower's chief executive office or headquarters.

D. Borrowers will notify Bank within 60 days of the end of each calendar quarter of any acquisition (by adoption and use, purchase, license or otherwise) of any United

States patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A hereto. Each Borrower authorizes Bank, without notice to Borrowers, to modify this Agreement by amending Exhibit A to include any such Collateral.

E. Borrowers will promptly notify Bank of any legal process which is levied against the Collateral and any other event which may have a material adverse effect on the value of the Collateral, taken as a whole (including, but not limited to, conduct which might infringe on any Collateral) or the rights and remedies of Bank in relation thereto.

F. Each Borrower will, at the request of Bank, execute such other agreements, documents or instruments in connection with this Agreement as Bank may reasonably deem necessary, including, but not limited to, those documents prepared by Bank which, at Bank's option, Bank chooses to record with any governmental entity, in any State or at the Federal level, relating to the security interest Bank holds in the Collateral.

G. Borrowers will pay to Bank, within 5 business days after demand, the amounts of any fees required to be paid in connection with recordation of this Agreement or any other agreement, document, or instrument evidencing Bank's security interest and any other rights in or to the Collateral.

5. **DEFAULTS.** Any one or more of the "events of default" as described in that certain Business Loan Agreement of even date between Borrower and Bank shall be a default (each an "event of default") hereunder.

6. **BANK'S REMEDIES AFTER DEFAULT.** In the event of any event of default Bank may do any one or more of the following:

A. Declare any Indebtedness secured hereby immediately due and payable.

B. Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other law.

7. **MISCELLANEOUS.**

A. In the event of a sale of Collateral (whether under power of sale herein granted, pursuant to judicial process or otherwise), each Borrower will duly execute and acknowledge all documents necessary or advisable to record title to such Collateral in the name of the purchaser, including, without limitation, valid and recordable assignments of such Collateral.

B. Each Borrower hereby appoints Bank, effective upon the occurrence and during the continuance of a default hereunder, such Borrower's attorney-in-fact, with full authority to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Such appointment of Bank as such Borrower's attorney-in-fact is coupled with an interest and is irrevocable.

C. Any waiver, expressed or implied, of any provision hereunder and any delay or failure by Bank to enforce any provision shall not preclude Bank from enforcing any such provision thereafter.

D. This Agreement shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which each Borrower submits.

E. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

F. All terms not defined herein are used as set forth in the Uniform Commercial Code.

G. In the event of any action by Bank to enforce this Agreement or to protect the security interest of Bank in the Collateral, Borrowers agree to pay within 5 business days after demand the costs thereof, reasonable attorney's fees and other expenses.

H. This Agreement and any agreement or document attached hereto, referred to herein or executed concurrently herewith, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

Dated: July 12, 2001.

BANK OF AMERICA, N.A.,

By: _____

Name: John C. Plecque

Title: Senior Vice President

By:  _____

Name: Chris P. Giannotti

Title: Senior Vice President

ODWALLA, INC.,
a California corporation

By:  _____

Name: James R. Steichen

Title: Chief Financial Officer

FRESH SAMANTHA, INC.,
a Maine corporation

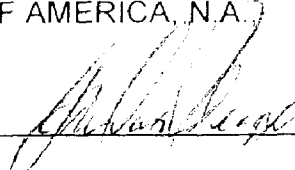
By:  _____

Name: James R Steichen

Title: VP - TREASURER

Dated: July 17, 2001.

BANK OF AMERICA, N.A.

By: 

Name: John C. Plecque

Title: Senior Vice President

By: _____

Name: Chris P. Giannotti

Title: Senior Vice President

ODWALLA, INC.,
a California corporation

By: _____

Name: James R. Steichen

Title: Chief Financial Officer

FRESH SAMANTHA, INC.,
a Maine corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

PATENT REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s) Name</u>	<u>Title</u>
United States	US Ser. No. 09/346,785	2/10/2000	Ronald E. Smith	A Pull-Out Shelf Stocking System

Foreign Applications:

PCT Application designating all countries having Application Number
PCT/US00/40321, filed July 20, 2000.

EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS WITH THE US PTO

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
ODWALLA	United States	Serial No. 74/412,336 App. Date 7/14/1993	Reg. No. 1,831,511 Reg. Date 4/19/1994
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ODWALLA (STYLIZED)	United States	Serial No. 73/596,806 App. Date 5/5/1986	Reg. No. 1,445,489 Reg. Date 6/30/1987
ODWALLAWEAR	United States	Serial No. 74/387,631 App. Date 5/5/1993	Reg. No. 2,214,822 Reg. Date 12/29/1998
SERIOUS GINSENG	United States	Serial No. 75/029,210 App. Date 12/7/1995	Reg. No. 2,090,526 Reg. Date 8/26/1997
SUMMERTIME LIME	United States	Serial No. 75/011,017 App. Date 10/26/1995	Reg. No. 2,139,983 Reg. Date 3/3/1998
VANILLA AL'MONDO	United States	Serial No. 75/426,208 App. Date 1/30/1998	Reg. No. 2,209,187 Reg. Date 12/8/1998
NOURISH YOUR THIRST	United States	Serial No. 75/883,959 App. Date 12/30/1999	Reg. No. 2,400,297 Reg. Date 10/31/2000
NOURISHING THE BODY WHOLE	United States	Serial No. 75/762,883 App. Date 7/29/1999	Reg. No. 2348762 Reg. Date 5/9/2000
C MONSTER	United States	Serial No. 74/461,520 App. Date 11/12/1993	Reg. No. 1,970,362 Reg. Date 4/23/1996
MENAGE A TROPIQUE	United States	Serial No. 75/010,843 App. Date 10/26/1995	Reg. No. 2,023,533 Reg. Date 12/17/1996

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70233.04/SF

SECURITY AGREEMENT (GENERAL INTANGIBLES)
(CA) MASTER
REVISED 03/10/97

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
MO'BETA	United States	Serial No. 74/532,587 App. Date 6/2/1994	Reg. No. 1,966,203 Reg. Date 4/9/1996
FUTURE SHAKE	United States	Serial No. 75/227,732 App. Date 1/17/1997	Reg. No. 2,161,581 Reg. Date 6/2/1998
FEMME VITALE	United States	Serial No. 74/623,686 App. Date 1/20/1995	Reg. No. 2,191,688 Reg. Date 9/29/1998
NO MUMBO JUMBO	United States	Serial No. 74/460,693 App. Date 11/19/1993	Reg. No. 1,858,798 Reg. Date 10/18/1994
MANGO TANGO	United States	Serial No. 74/387,576 App. Date 5/5/1993	Reg. No. 2,183,179 Reg. Date 8/25/1998
JUICE FOR HUMANS	United States	Serial No. 74/460,692 App. Date 11/19/1993	Reg. No. 1,858,797 Reg. Date 10/18/1994
DRINK IT & THRIVE	United States	Serial No. 74/460,654 App. Date 11/19/1993	Reg. No. 1,859,917 Reg. Date 10/25/1994
DRINK IT & THRIVE	United States	Serial No. 76/233,842 App. Date 3/29/2001	-----
MISC. DESIGN (BIRD)	United States	Serial No. 74/397,684 App. Date 6/1/1993	Reg. No. 1,823,075 Reg. Date 2/22/1994
MISC. DESIGN (BIRD)	United States	Serial No. 75/888,472 App. Date 1/5/2000	-----
ROOTY FRUITY	United States	Serial No. 75/762,875 App. Date 7/29/1999	Reg. No. 2348761 Reg. Date 5/9/2000
INNER CHAI	United States	Serial No. 75/764,134 App. Date 7/29/1999	Reg. No. 2,351,947 Reg. Date 5/23/2000
REAL FOOD FOR HUMANS	United States	Serial No. 75/762,889 App. Date 7/29/1999	Reg. No. 2,452,529 Reg. Date 5/22/2001

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Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
TRIANGLE LOGO	United States	Serial No. 75/762,852 App. Date 7/29/1999	Reg. No. 2,364,479 Reg. Date 7/4/2000
ODWALLAMILK	United States	Serial No. 75/848,765 App. Date 11/15/1999	-----
EASY ACCESS TO GREAT TASTING NOURISHMENT	United States	Serial No. 76/128,917 App. Date 9/15/2000	-----
BOTTLE DESIGN	United States	Serial No. 75/891,053 App. Date 1/7/2000	-----
ODWALLA BAR!	United States	Serial No. 75/884,274 App. Date 12/30/1999	Reg. No. 2,426,758 Reg. Date 2/6/2001
SERIOUS ENERGY	United States	Serial No. 75/884,275 App. Date 12/30/1999	Reg. No. 2,436,772 Reg. Date 3/20/2001
SUPER PROTEIN	United States	Serial No. 75/888,590 App. Date 1/5/2000	-----
SUPER PROTEIN	United States	Serial No. 75/980,736 App. Date 12/12/2000	-----
CALL IN THE NATURAL GUARD	United States	Serial No. 75/884,897 App. Date 12/30/1999	Reg. No. 2,398,147 Reg. Date 10/24/2000
C FOR YOURSELF	United States	Serial No. 75/883,960 App. Date 12/30/1999	Reg. No. 2,400,298 Reg. Date 10/31/2000
KNOW YOUR SOURCE	United States	Serial No. 75/883,961 App. Date 12/30/1999	Reg. No. 2,400,299 Reg. Date 10/31/2000
SHAKE UP THE FUTURE	United States	Serial No. 75/883,962 App. Date 12/30/1999	Reg. No. 2,400,300 Reg. Date 10/31/2000
SOY TO SOUL	United States	Serial No. 75/888,099 App. Date 1/4/2000	Reg. No. 2,408,742 Reg. Date 11/28/2000

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
SOY TO SOUL	United States	Serial No. 75/887,367 App. Date 1/4/2000	-----
THIS JUICE IS FOOD	United States	Serial No. 75/884,898 App. Date 12/30/1999	-----
UDDER(LESS)LY FANTASTIC	United States	Serial No. 75/884,273 App. Date 12/30/1999	-----
WHAT CHEW WANT	United States	Serial No. 75/883,963 App. Date 12/30/1999	Reg. No. 2,400,301 Reg. Date 10/31/2000
MISC DESIGN (C Monster)	United States	Serial No. 75/888,586 App. Date 1/5/2000	-----
FUTURE SHAKEMAN DESIGN	United States	Serial No. 75/884,255 App. Date 12/30/1999	-----
A BREATH OF FRESH	United States	Serial No. 75/883,715 App. Date 12/30/1999	-----
INTOXICATING RHYTHM	United States	Serial No. 75/884,779 App. Date 12/30/1999	-----
LIVING FLAVOR	United States	Serial No. 75/887,128 App. Date 1/4/2000	Reg. No. 2,406,330 Reg. Date 11/21/2000
SOIL TO SOUL	United States	Serial No. 75/888,589 App. Date 1/5/2000	Reg. No. 2,400,315 Reg. Date 10/31/2000
PEOPLE TO PLANET	United States	Serial No. 75/887,025 App. Date 1/4/2000	-----

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
A BREATH OF FRESH INTOXICATING RHYTHM LIVING FLAVOR SOIL TO SOUL PEOPLE TO PLANET NOURISHING THE BODY WHOLE	United States	Serial No. 75/884,256 App. Date 12/30/1999	-----
A BREATH OF FRESH INTOXICATING RHYTHM LIVING FLAVOR SOIL TO SOUL PEOPLE TO PLANET NOURISHING THE BODY WHOLE	United States	Serial No. 75/887,368 App. Date 1/4/2000	Reg. No. 2,400,313 Reg. Date 10/31/2000
FRUITY C MONSTER	United States	Serial No. 75/888,428 App. Date 1/5/2000	Reg. No. 2,436,787 Reg. Date 3/20/2001
THINK DRINK	United States	Serial No. 75/918,583 App. Date 2/14/2000	-----
CARROTONIC	United States	Serial No. 75/943,903 App. Date 3/14/2000	-----
NOURISHING FOOD BAR	United States	Serial No. 76/065,543 App. Date 6/8/2000	-----
BODY ZOOMERS	United States	Serial No. 75/708,601 App. Date 5/17/1999	Reg. No. 2,364,346 Reg. Date 7/4/2000
DESPERATELY SEEKING C	United States	Serial No. 75/401,256 App. Date 12/8/1997	Reg. No. 2,196,068 Reg. Date 10/13/1998
FRESH SAMANTHA (CLOTHING, TEA)	United States	Serial No. 75/807,835 App. Date 9/24/1999	Reg. No. 2,366,497 Reg. Date 7/11/2000

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Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
FRESH SAMANTHA	United States	Serial No. 74/543,128 App. Date 6/27/1994	Reg. No. 1,913,653 Reg. Date 8/22/1995
FRESH SAMANTHA (STYLIZED)	United States	Serial No. 75/708,609 App. Date 5/17/1999	Reg. No. 2,349,992 Reg. Date 5/16/2000
GIRL CARRYING FRUIT (DESIGN)	United States	Serial No. 74/725,039 App. Date 7/10/1995	Reg. No. 2,023,377 Reg. Date 12/17/1996
IT AIN'T EASY BEING GREEN	United States	Serial No. 75/807,831 App. Date 9/24/1999	-----
MANGO MAMA	United States	Serial No. 75/708,859 App. Date 5/17/1999	-----
OH HAPPY DAY	United States	Serial No. 75/654,497 App. Date 3/5/1999	Reg. No. 2,369,473 Reg. Date 7/18/2000
PROTEIN BLAST	United States	Serial No. 75/708,377 App. Date 5/17/1999	-----
RASPBERRY DREAM	United States	Serial No. 75/904,200 App. Date 1/27/2000	Reg. No. 2,415,891 Reg. Date 12/26/2000
SAMANTHA	United States	Serial No. 75/922,654 App. Date 2/18/2000	-----
SAMANTHA	United States	Serial No. 76/120,350 App. Date 8/31/2000	-----
SAMANTHA	United States	Serial No. 76/213,912 App. Date 2/20/2001	-----

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
SUMMER SAMANTHA	United States	Serial No. 75/922,652 App. Date 2/18/2000	-----
SHAKE IT UP BABY	United States	Serial No. 75/666,060 App. Date 3/23/1999	-----
SHAKE IT UP BABY	United States	Serial No. 76/236,737 App. Date 4/6/2001	-----
SUPER JUICE WITH ECHINACEA	United States	Serial No. 75/782,772 App. Date 8/19/1999	Reg. No. 2,445,781 Reg. Date 4/24/2001
VEGGIE CHA CHA	United States	Serial No. 75/807,833 App. Date 9/24/1999	-----
WILLY BOY	United States	Serial No. 75/708,266 App. Date 5/17/1999	Reg. No. 2,349,987 Reg. Date 5/16/2000
WILLY BOY (DESIGN)	United States	Serial No. 75/707,332 App. Date 5/17/1999	Reg. No. 2,348,540 Reg. Date 5/9/2000
THE BIG BANG	United States	Serial No. 75/708,200 App. Date 5/17/1999	Reg. No. 2374908 Reg. Date 8/8/2000
THE BIG BANG BODY ZOOM JUICE	United States	Serial No. 75/401,254 App. Date 12/8/1997	Reg. No. 2,198,618 Reg. Date 10/20/1998
THE BIG BANG BODY ZOOM JUICE	United States	Serial No. 75/401,254 App. Date 12/8/1997	Reg. No. 2,198,618 Reg. Date 10/20/1998
VIVA LAS VEGGIES	United States	Serial No. 76/097,242 App. Date 7/26/2000	-----
ODWALLAZONE	United States	Serial No. 76/129,749 App. Date 9/15/2000	-----

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Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
CRANBERRY C MONSTER	United States	Serial No. 76/272,077 App. Date 6/14/2001	-----
YUMDILLISHOUS	United States	Serial No. 76/185,210 App. Date 12/21/2000	-----
GINSENG POWER BOLT	United States	Serial No. 76/191,787 App. Date 1/4/2001	-----
SUPER PROTEIN 2001	United States	Serial No. 76/203,374 App. Date 1/31/2001	-----
BREAK FAST	United States	Serial No. 76/228,091 App. Date 3/20/2001	-----
100% PURE YUM	United States	Serial No. 76/227,642 App. Date 3/20/2001	-----
CALCI-YUM	United States	Serial No. 76/271,422 App. Date 6/12/2001	-----
MIGHTY FOOD	United States	Serial No. pending App. Date 6/26/2001	-----
GLORIOUS MORNING	United States	Serial No. pending App. Date 6/26/2001	-----

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EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS IN FOREIGN JURISDICTIONS

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
ODWALLA	Australia	Serial No. A613577 App. Date 10/13/1993	Reg. No. A613577 Reg. Date 10/13/1993
ODWALLA	Brazil	Serial No. 817643877 App. Date 12/6/1993	Reg. No. 817643877 Reg. Date 12/19/1995
ODWALLA	Canada	Serial No. 725739 App. Date 3/30/1993	Reg. No. 455168 Reg. Date 3/15/1996
ODWALLA	Community Trademark	Serial No. 216465 App. Date 4/3/1996	Reg. No. 541565 Reg. Date 9/28/1998
ODWALLA	France	Serial No. 93491223 App. Date 11/8/1993	Reg. No. 93491223 Reg. Date 11/8/1993
ODWALLA	Germany	Serial No. 1643932 App. Date 8/19/1993	Reg. No. 2100246 Reg. Date 8/19/1993
ODWALLA	Japan	Serial No. 538080 App. Date 4/14/1993	Reg. No. 3129485 Reg. Date 3/29/1996
ODWALLA	South Korea	Serial No. 9338764 App. Date 11/2/1993	Reg. No. 303413 Reg. Date 12/6/1994
ODWALLA	South Korea	Serial No. 9338765 App. Date 11/2/1993	Reg. No. 301859 Reg. Date 11/11/1994
ODWALLA	Mexico	Serial No. 165304 App. Date 4/14/1993	Reg. No. 475794 Reg. Date 4/14/1993
ODWALLA	Singapore	Serial No. 759193 App. Date 9/27/1993	Reg. No. 759193 Reg. Date 9/27/1993
ODWALLA	Great Britain	Serial No. 1545300 App. Date 8/18/1993	Reg. No. 1545300 Reg. Date 8/18/1993

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Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
ODWALLA	Canada	Serial No. 1044562 App. Date 1/28/2000	-----
ODWALLA	Taiwan	Serial No. 89065693 App. Date 11/13/2000	-----
ODWALLA	Taiwan	Serial No. 89065694 App. Date 11/13/2000	-----
ODWALLA	Taiwan	Serial No. 89065695 App. Date 11/13/2000	-----
ODWALLA	Taiwan	Serial No. 89065696 App. Date 11/13/2000	-----
ODWALLA	Taiwan	Serial No. 89065697 App. Date 11/13/2000	-----
NOURISHING THE BODY WHOLE	Canada	Serial No. 1044561 App. Date 1/28/2000	-----
NO MUMBO JUMBO	Canada	Serial No. 793898 App. Date 9/29/1995	Reg. No. 501998 Reg. Date 10/7/1998
MANGO TANGO	Canada	Serial No. 793897 App. Date 9/29/1995	Reg. No. 476749 Reg. Date 5/23/1997
MANGO TANGO	Japan	Serial No. 5111310 App. Date 11/4/1993	Reg. No. 3253724 Reg. Date 1/31/1997
JUICE FOR HUMANS	Canada	Serial No. 793896 App. Date 9/29/1995	Reg. No. 793896 Reg. Date 3/17/1999
DRINK IT & THRIVE	Canada	Serial No. 793895 App. Date 9/29/1995	Reg. No. 501999 Reg. Date 10/7/1998
MISC. DESIGN (BIRD)	Canada	Serial No. 798580 App. Date 11/30/1995	Reg. No. 469731 Reg. Date 1/27/1997
BIRD HEAD DESIGN	Canada	Serial No. 1065201 App. Date 6/28/2000	-----

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SECURITY AGREEMENT (GENERAL INTANGIBLES)
(CA) MASTER
REVISED 09/10/97

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
REAL FOOD FOR HUMANS	Canada	Serial No. 1044560 App. Date 1/28/2000	-----
TRIANGLE LOGO	Canada	Serial No. 1044563 App. Date 1/28/2000	-----
ODWALLA BAR!	Canada	Serial No. 1063286 App. Date 6/14/2000	-----
ODWALLA BAR!	Japan	Serial No. 200153840 App. Date 6/13/2001	-----
C MONSTER DESIGN	Canada	Serial No. 1065415 App. Date 6/29/2000	-----
SUPER PROTEIN	Canada	Serial No. 1065416 App. Date 6/29/2000	-----
SOIL TO SOUL	Canada	Serial No. 1065417 App. Date 6/29/2000	-----
A BREATH OF FRESH INTOXICATING RHYTHM LIVING FLAVOR SOIL TO SOUL PEOPLE TO PLANET NOURISHING THE BODY WHOLE	Canada	Serial No. 1063393 App. Date 6/15/2000	-----
NOURISHING FOOD BAR/BARRE ALIMENTAIRE NOURISSANTE	Canada	Serial No. 1061240 App. Date 5/31/2000	-----
SAMANTHA	Canada	Serial No. 1071819 App. Date 8/18/2000	-----
SAMANTHA	Community Trademark	Serial No. 001830454 App. Date 8/21/2000	-----

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SECURITY AGREEMENT (GENERAL INTANGIBLES)
(CA) MASTER
REVISED 09/10/97

Mark	Country	Appl. No. Filing Date	Reg. No. Issue Date
SAMANTHA	Canada	Serial No. 1093335 App. Date 2/16/2001	-----
SAMANTHA	Community Trademark	Serial No. 002111037 App. Date 2/16/2001	-----
CRANBERRY C MONSTER	Japan	Serial No. 200153841 App. Date 6/13/2001	-----

EXHIBIT A

COPYRIGHTS AND MASK WORKS REGISTRATIONS AND APPLICATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Copyright Owner's Name</u>	<u>Title of Work</u>
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None