

08-27-2003

OFFICE OF PUBLIC RECORDS



Form ~~PTO-1594~~ -6 AM 11:37
(Rev. 10/02)
OMB No. 0651-0027 (exp. 8/30/2005)
FINANCE SECTION
Tab settings

RECOR. 102535744
TRADEMARKS ONLY

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A.
S-U-U3

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

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

2. Name and address of receiving party(ies)

Name: Ultimate Juice Holdings, Inc.
Internal
Address: _____

Street Address: 180 Mt. Airy Road
City: Bay Ridge State: NY Zip: 07920

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State Pennsylvania

Other
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

3. Nature of conveyance:

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

Execution Date: ~~7/25/03~~ 7/10/03

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

A. Trademark Application No.(s)

76/016814

B. Trademark Registration No.(s)

1, 758, 644,
1, 775, 411, 1, 331, 172,
1, 366, 978

Additional number(s) attached Yes No

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

Name: Vincent Martell

Internal Address: Loeb + Loeb LLP
18th Floor

Street Address: 345 Park Avenue

City: New York State: NY Zip: 10154

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502547-1678

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

DO NOT USE THIS SPACE

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.

Name of Person Signing

LMUELLER 00000054 502547 76016814

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/26/2003
01 FC:8521
02 FC:8522

40.00 DA
100.00 DA

TRADEMARK
REEL: 002811 FRAME: 0727

RELEASE AND ASSIGNMENT OF TRADEMARKS

THIS RELEASE AND ASSIGNMENT OF TRADEMARKS dated as of July 10, 2003 (this "Release") made by Bank of America, N.A., a corporation organized and existing under the laws of the United States of America ("Bank of America") as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement dated as of June 14, 2001, as amended (as amended, the "Credit Agreement") by and among Ultimate Juice Co. Holdings, Inc. (formerly known as M.H. Zeigler and Sons, Inc.) ("Holdings"), Ultimate Juice Co. (formerly known as Saratoga Beverage Group, Inc.) (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of June 14, 2001 by and among the Borrower, the Administrative Agent as collateral agent and the other parties on the signature page thereto (the "Security Agreement") and the Assignment of Security Interest in United States Patents and Trademarks, dated as of June 14, 2001 made by the obligors under the Security Agreement in favor the Administrative Agent (the "Assignment of Security Interest"), the Borrower and its subsidiaries granted to the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement) a security interest in, among other collateral, certain trademarks;

WHEREAS, the Security Agreement and the Assignment of Security Interest and the Secured Parties interest in certain such trademarks was recorded in the United States Patent and Trademark Office as of June 13, 2000, at Reel 2097, Frame 0378 against certain such trademarks;


WHEREAS, Holdings and its subsidiaries wish to transfer certain trademarks listed on Schedule I hereto (the "Trademarks") in connection with the Purchase Agreement, dated as of June 26, 2003, between the Borrower and Clearview Zeigler Acquisition Company II LLC, and the Administrative Agent for itself and the Secured Parties wishes to release and assign all of its and their interest in the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent for itself and on behalf of the Secured Parties hereby terminates and releases its and their security interest in the Trademarks, granted to the Administrative Agent for the ratable benefit of the Secured Parties, and any right, title and interest of the Administrative Agent and the Secured Parties in, to and under the Trademarks, is hereby assigned to the Borrower and shall cease and become void.

At any time and from time to time after the date hereof, the Administrative Agent shall, at the request and expense of the Borrower, execute and deliver such further documents and perform such further acts as may be necessary in order to effectively release and assign any and all interest of the Administrative Agent and the Secured Parties in the Trademarks.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Kevin L. Ahart
Title: Assistant Vice President

TRADEMARKS

ZEIGLER'S and Design – Registration No. 1,775,411 (International Trademark Class 32: fruit soft drinks)

ZEIGLER'S – Registration No. 1,758,644 (International Trademark Class 32: fruit soft drinks)

ZEIGLER'S – Registration No. 1,331,172 (International Trademark Class 33: apple juice; International Trademark Class 33: sweet apple cider)

OUR 50 YEAR HISTORY OF BLENDING WHOLESOME AND NUTRITIOUS APPLES, and Design – Registration No. 1,366,978 (International Trademark Class 33: sweet apple cider)

ZIGS – Pending Application Serial No. 76/016,814, filing date 4/4/2000

COUNTRY GENTLEMEN, Serial No. 74625029, deemed abandoned on June 7, 1996 due to lack of response to a USPTO refusal letter.

Common law trademark rights in **AUTUMN HARVEST**.

2003 AUG -6 AM 11:38

FINANCE SECTION

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A.

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

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

3. Nature of conveyance:

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

Execution Date: 7/19/03

2. Name and address of receiving party(ies)

Name: Ultimate Juice Holdings, Inc.

Internal Address:

Street Address: 180 Mt. Airy Road

City: Berkley Ridge, NY State: NY Zip: 07920

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

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

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

A. Trademark Application No.(s)

76/015814

B. Trademark Registration No.(s)

1, 758, 644, 1, 775, 411, 1, 331, 172, 1, 366, 978

Additional number(s) attached Yes No

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

Name: Vincent Martell

Internal Address: Loeb + Loeb LLP 18th Floor

Street Address: 345 Park Avenue

City: New York State: NY Zip: 10154

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

502547-1678

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

DO NOT USE THIS SPACE

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.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

RELEASE AND ASSIGNMENT OF TRADEMARKS

THIS RELEASE AND ASSIGNMENT OF TRADEMARKS dated as of July 10, 2003 (this "Release") made by Bank of America, N.A., a corporation organized and existing under the laws of the United States of America ("Bank of America") as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement dated as of June 14, 2001, as amended (as amended, the "Credit Agreement") by and among Ultimate Juice Co. Holdings, Inc. (formerly known as M.H. Zeigler and Sons, Inc.) ("Holdings"), Ultimate Juice Co. (formerly known as Saratoga Beverage Group, Inc.) (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of June 14, 2001 by and among the Borrower, the Administrative Agent as collateral agent and the other parties on the signature page thereto (the "Security Agreement") and the Assignment of Security Interest in United States Patents and Trademarks, dated as of June 14, 2001 made by the obligors under the Security Agreement in favor the Administrative Agent (the "Assignment of Security Interest"), the Borrower and its subsidiaries granted to the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement) a security interest in, among other collateral, certain trademarks;

WHEREAS, the Security Agreement and the Assignment of Security Interest and the Secured Parties interest in certain such trademarks was recorded in the United States Patent and Trademark Office as of June 13, 2000, at Reel 2097, Frame 0378 against certain such trademarks;

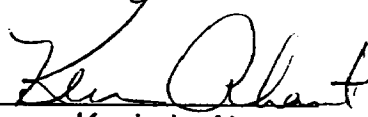
WHEREAS, Holdings and its subsidiaries wish to transfer certain trademarks listed on Schedule I hereto (the "Trademarks") in connection with the Purchase Agreement, dated as of June 26, 2003, between the Borrower and Clearview Zeigler Acquisition Company II LLC, and the Administrative Agent for itself and the Secured Parties wishes to release and assign all of its and their interest in the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent for itself and on behalf of the Secured Parties hereby terminates and releases its and their security interest in the Trademarks, granted to the Administrative Agent for the ratable benefit of the Secured Parties, and any right, title and interest of the Administrative Agent and the Secured Parties in, to and under the Trademarks, is hereby assigned to the Borrower and shall cease and become void.

At any time and from time to time after the date hereof, the Administrative Agent shall, at the request and expense of the Borrower, execute and deliver such further documents and perform such further acts as may be necessary in order to effectively release and assign any and all interest of the Administrative Agent and the Secured Parties in the Trademarks.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Kevin L. Ahart
Title: Assistant Vice President

TRADEMARKS

ZEIGLER'S and Design – Registration No. 1,775,411 (International Trademark Class 32: fruit soft drinks)

ZEIGLER'S – Registration No. 1,758,644 (International Trademark Class 32: fruit soft drinks)

ZEIGLER'S – Registration No. 1,331,172 (International Trademark Class 33: apple juice; International Trademark Class 33: sweet apple cider)

OUR 50 YEAR HISTORY OF BLENDING WHOLESOME AND NUTRITIOUS APPLES, and Design – Registration No. 1,366,978 (International Trademark Class 33: sweet apple cider)

ZIGS – Pending Application Serial No. 76/016,814, filing date 4/4/2000

COUNTRY GENTLEMEN, Serial No. 74625029, deemed abandoned on June 7, 1996 due to lack of response to a USPTO refusal letter.

Common law trademark rights in **AUTUMN HARVEST**.

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bank of America, N.A.

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

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

2. Name and address of receiving party(ies)
Name: *Ultimate Juice Holdings, Inc.*
Internal Address:
Address:
Street Address: *180 Mt. Airy Road*
City: *Berlin, NJ* State: *NJ* Zip: *07920*

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other *Release*

Execution Date: ~~*June 25, 2003*~~ *7/19/03*

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/016814

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
*1, 758, 644,
1, 775, 411, 1, 331, 172,
1, 366, 978*

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: *Vinceb Martell*
Internal Address: *Loeb + Loeb LLP
18th Floor*
Street Address: *345 Park Avenue*
City: *New York* State: *NY* Zip: *10154*

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502547-1678
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

LOEB & LOEB LLP

A LIMITED LIABILITY PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

345 PARK AVENUE
NEW YORK, NY 10154-0037

TELEPHONE: 212.407.4000
FACSIMILE: 212.407.4990
www.loeb.com



Direct Dial: 212-407-4964
e-mail: vmartell@loeb.com

August 5, 2003

VIA FEDERAL EXPRESS

Commissioner of Patents and Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

Re: Release and Assignment of Trademarks

Dear Commissioner,

Please see the attached Release and Assignment of Trademarks, dated July 10, 2003.

This document should be included with the Assignment and Change of Name documents, received at your office on July 23, 2003, between **Ultimate Juice Holdings, Inc.** and **M.H. Zeigler & Sons, LLC**.

The enclosed documents are necessary for a closing involving the marks referenced in these documents. If additional documents are required or if you have any questions, please do not hesitate to contact me at (212) 407-4964.

Sincerely,

Vincent Martell
Legal Assistant
Loeb & Loeb LLP

CD:vm
01581508521
NY255857.1

cc: Alexandra DeNeve, Esq.

1 00000 0000 0000 0000 0000 0000 0000 0000 0000

08-06-2003

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #58

RELEASE AND ASSIGNMENT OF TRADEMARKS

THIS RELEASE AND ASSIGNMENT OF TRADEMARKS dated as of July 10, 2003 (this "Release") made by Bank of America, N.A., a corporation organized and existing under the laws of the United States of America ("Bank of America") as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement dated as of June 14, 2001, as amended (as amended, the "Credit Agreement") by and among Ultimate Juice Co. Holdings, Inc. (formerly known as M.H. Zeigler and Sons, Inc.) ("Holdings"), Ultimate Juice Co. (formerly known as Saratoga Beverage Group, Inc.) (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of June 14, 2001 by and among the Borrower, the Administrative Agent as collateral agent and the other parties on the signature page thereto (the "Security Agreement") and the Assignment of Security Interest in United States Patents and Trademarks, dated as of June 14, 2001 made by the obligors under the Security Agreement in favor the Administrative Agent (the "Assignment of Security Interest"), the Borrower and its subsidiaries granted to the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement) a security interest in, among other collateral, certain trademarks;

WHEREAS, the Security Agreement and the Assignment of Security Interest and the Secured Parties interest in certain such trademarks was recorded in the United States Patent and Trademark Office as of June 13, 2000, at Reel 2097, Frame 0378 against certain such trademarks;


WHEREAS, Holdings and its subsidiaries wish to transfer certain trademarks listed on Schedule I hereto (the "Trademarks") in connection with the Purchase Agreement, dated as of June 26, 2003, between the Borrower and Clearview Zeigler Acquisition Company II LLC, and the Administrative Agent for itself and the Secured Parties wishes to release and assign all of its and their interest in the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent for itself and on behalf of the Secured Parties hereby terminates and releases its and their security interest in the Trademarks, granted to the Administrative Agent for the ratable benefit of the Secured Parties, and any right, title and interest of the Administrative Agent and the Secured Parties in, to and under the Trademarks, is hereby assigned to the Borrower and shall cease and become void.

At any time and from time to time after the date hereof, the Administrative Agent shall, at the request and expense of the Borrower, execute and deliver such further documents and perform such further acts as may be necessary in order to effectively release and assign any and all interest of the Administrative Agent and the Secured Parties in the Trademarks.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Kevin L. Ahart
Title: Assistant Vice President

TRADEMARKS

ZEIGLER'S and Design – Registration No. 1,775,411 (International Trademark Class 32: fruit soft drinks)

ZEIGLER'S – Registration No. 1,758,644 (International Trademark Class 32: fruit soft drinks)

ZEIGLER'S – Registration No. 1,331,172 (International Trademark Class 33: apple juice; International Trademark Class 33: sweet apple cider)

OUR 50 YEAR HISTORY OF BLENDING WHOLESOME AND NUTRITIOUS APPLES, and Design – Registration No. 1,366,978 (International Trademark Class 33: sweet apple cider)

ZIGS – Pending Application Serial No. 76/016,814, filing date 4/4/2000

COUNTRY GENTLEMEN, Serial No. 74625029, deemed abandoned on June 7, 1996 due to lack of response to a USPTO refusal letter.

Common law trademark rights in **AUTUMN HARVEST**.

2003 AUG -6 AM 11:37

FINANCE SECTION

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <i>Bank of America, N.A.</i> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <i>Corporation</i> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <i>Ultimate Juice Holdings, Inc.</i> Internal Address: _____ Street Address: <i>180 Mt. Airy Road</i> City: <i>Beijing Rdse</i> State: <i>NO</i> Zip: <i>07920</i> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <i>Pennsylvania</i> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <i>Release</i> Execution Date: <i>June 25, 2003</i> <i>7/1/03</i>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <i>76/016814</i> B. Trademark Registration No.(s) <i>1, 758, 644,</i> <i>1, 775, 411, 1, 331, 172,</i> <i>1, 366, 978</i> Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <i>Vinceab Martell</i> Internal Address: <i>Loeb + Loeb LLP</i> <i>18th Floor</i> Street Address: <i>345 Park Avenue</i> City: <i>New York</i> State: <i>NY</i> Zip: <i>10154</i>	6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <i>502547-1678</i> <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <hr/> <div style="display: flex; justify-content: space-between;"> Name of Person Signing Signature Date </div> <div style="text-align: center; margin-top: 5px;"> <small>Total number of pages including cover sheet, attachments, and document:</small> </div>		

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

LOEB & LOEB LLP

A LIMITED LIABILITY PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

345 PARK AVENUE
NEW YORK, NY 10154-0037

TELEPHONE: 212.407.4000
FACSIMILE: 212.407.4990
www.loeb.com



Direct Dial: 212-407-4964
e-mail: vmartell@loeb.com

August 5, 2003

VIA FEDERAL EXPRESS

Commissioner of Patents and Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514

Re: Release and Assignment of Trademarks

Dear Commissioner,

Please see the attached Release and Assignment of Trademarks, dated July 10, 2003.

This document should be included with the Assignment and Change of Name documents, received at your office on July 23, 2003, between **Ultimate Juice Holdings, Inc.** and **M.H. Zeigler & Sons, LLC**.

The enclosed documents are necessary for a closing involving the marks referenced in these documents. If additional documents are required or if you have any questions, please do not hesitate to contact me at (212) 407-4964.

Sincerely,

Vincent Martell
Legal Assistant
Loeb & Loeb LLP

CD:vm
01581508521
NY255857.1

cc: Alexandra DeNeve, Esq.

08-06-2003

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #58

RELEASE AND ASSIGNMENT OF TRADEMARKS

THIS RELEASE AND ASSIGNMENT OF TRADEMARKS dated as of July 10, 2003 (this "Release") made by Bank of America, N.A., a corporation organized and existing under the laws of the United States of America ("Bank of America") as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement dated as of June 14, 2001, as amended (as amended, the "Credit Agreement") by and among Ultimate Juice Co. Holdings, Inc. (formerly known as M.H. Zeigler and Sons, Inc.) ("Holdings"), Ultimate Juice Co. (formerly known as Saratoga Beverage Group, Inc.) (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of June 14, 2001 by and among the Borrower, the Administrative Agent as collateral agent and the other parties on the signature page thereto (the "Security Agreement") and the Assignment of Security Interest in United States Patents and Trademarks, dated as of June 14, 2001 made by the obligors under the Security Agreement in favor the Administrative Agent (the "Assignment of Security Interest"), the Borrower and its subsidiaries granted to the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement) a security interest in, among other collateral, certain trademarks;

WHEREAS, the Security Agreement and the Assignment of Security Interest and the Secured Parties interest in certain such trademarks was recorded in the United States Patent and Trademark Office as of June 13, 2000, at Reel 2097, Frame 0378 against certain such trademarks;


WHEREAS, Holdings and its subsidiaries wish to transfer certain trademarks listed on Schedule I hereto (the "Trademarks") in connection with the Purchase Agreement, dated as of June 26, 2003, between the Borrower and Clearview Zeigler Acquisition Company II LLC, and the Administrative Agent for itself and the Secured Parties wishes to release and assign all of its and their interest in the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent for itself and on behalf of the Secured Parties hereby terminates and releases its and their security interest in the Trademarks, granted to the Administrative Agent for the ratable benefit of the Secured Parties, and any right, title and interest of the Administrative Agent and the Secured Parties in, to and under the Trademarks, is hereby assigned to the Borrower and shall cease and become void.

At any time and from time to time after the date hereof, the Administrative Agent shall, at the request and expense of the Borrower, execute and deliver such further documents and perform such further acts as may be necessary in order to effectively release and assign any and all interest of the Administrative Agent and the Secured Parties in the Trademarks.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Kevin L. Ahart
Title: Assistant Vice President

TRADEMARKS

ZEIGLER'S and Design – Registration No. 1,775,411 (International Trademark Class 32: fruit soft drinks)

ZEIGLER'S – Registration No. 1,758,644 (International Trademark Class 32: fruit soft drinks)

ZEIGLER'S – Registration No. 1,331,172 (International Trademark Class 33: apple juice; International Trademark Class 33: sweet apple cider)

OUR 50 YEAR HISTORY OF BLENDING WHOLESOME AND NUTRITIOUS APPLES, and Design – Registration No. 1,366,978 (International Trademark Class 33: sweet apple cider)

ZIGS – Pending Application Serial No. 76/016,814, filing date 4/4/2000

COUNTRY GENTLEMEN, Serial No. 74625029, deemed abandoned on June 7, 1996 due to lack of response to a USPTO refusal letter.

Common law trademark rights in **AUTUMN HARVEST**.

RELEASE AND ASSIGNMENT OF TRADEMARKS

THIS RELEASE AND ASSIGNMENT OF TRADEMARKS dated as of July 10, 2003 (this "Release") made by Bank of America, N.A., a corporation organized and existing under the laws of the United States of America ("Bank of America") as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement dated as of June 14, 2001, as amended (as amended, the "Credit Agreement") by and among Ultimate Juice Co. Holdings, Inc. (formerly known as M.H. Zeigler and Sons, Inc.) ("Holdings"), Ultimate Juice Co. (formerly known as Saratoga Beverage Group, Inc.) (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of June 14, 2001 by and among the Borrower, the Administrative Agent as collateral agent and the other parties on the signature page thereto (the "Security Agreement") and the Assignment of Security Interest in United States Patents and Trademarks, dated as of June 14, 2001 made by the obligors under the Security Agreement in favor the Administrative Agent (the "Assignment of Security Interest"), the Borrower and its subsidiaries granted to the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement) a security interest in, among other collateral, certain trademarks;

WHEREAS, the Security Agreement and the Assignment of Security Interest and the Secured Parties interest in certain such trademarks was recorded in the United States Patent and Trademark Office as of June 13, 2000, at Reel 2097, Frame 0378 against certain such trademarks;


WHEREAS, Holdings and its subsidiaries wish to transfer certain trademarks listed on Schedule I hereto (the "Trademarks") in connection with the Purchase Agreement, dated as of June 26, 2003, between the Borrower and Clearview Zeigler Acquisition Company II LLC, and the Administrative Agent for itself and the Secured Parties wishes to release and assign all of its and their interest in the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent for itself and on behalf of the Secured Parties hereby terminates and releases its and their security interest in the Trademarks, granted to the Administrative Agent for the ratable benefit of the Secured Parties, and any right, title and interest of the Administrative Agent and the Secured Parties in, to and under the Trademarks, is hereby assigned to the Borrower and shall cease and become void.

At any time and from time to time after the date hereof, the Administrative Agent shall, at the request and expense of the Borrower, execute and deliver such further documents and perform such further acts as may be necessary in order to effectively release and assign any and all interest of the Administrative Agent and the Secured Parties in the Trademarks.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Kevin L. Ahart
Title: Assistant Vice President