

<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office						
Form <b>PTO-1594</b> (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼								
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.								
1. Name of conveying party(ies): <b>Wells Fargo Foothill, Inc.</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <b>California</b> <input type="checkbox"/> Other 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: <b>Ableco Finance LLC</b> Internal Address: <b>299 Park Avenue</b> Street Address: City: <b>New York</b> State: <b>NY</b> Zip: <b>10171</b> <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 - <b>A Delaware limited liability company</b> <input type="checkbox"/> Other  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							
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - <b>Assignment of Security Interest in Intellectual Property recorded at the United States Patent and Trademark Office at Reel 002397/Frame 0777 on November 21, 2001</b> Execution Date: <b>November 16, 2004</b>								
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <b>75/486,097</b>	B. Trademark Registration No.(s) <b>2333417; 2216485; 2226732; 1925743; 1949332; 1817513; 2358461</b>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b>Daniel Angel, Esq.</b> Internal Address: <b>Schulte Roth &amp; Zabel LLP</b>   Street Address: <b>919 Third Avenue</b>   City: <b>New York</b> State: <b>N.Y.</b> Zip: <b>10022</b>	6. Total number of applications and registrations involved: .....  7. Total fee (37 CFR 3.41)..... <b>\$ 215.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  <b>500675 - Schulte Roth &amp; Zabel LLP/Order No. 014951/0312</b>  (Attach duplicate copy of this page if paying by deposit account)							
<b>DO NOT USE THIS SPACE</b>								
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>  <table style="width:100%; border: none;"> <tr> <td style="width: 30%; border: none;"> <b>Daniel Angel, Esq.</b> </td> <td style="width: 40%; border: none; text-align: center;"> </td> <td style="width: 30%; border: none; text-align: right;"> <b>December 20, 2004</b> </td> </tr> <tr> <td style="border: none;">                 Name of Person Signing             </td> <td style="border: none; text-align: center;">                 Signature             </td> <td style="border: none; text-align: right;">                 Date             </td> </tr> </table>			<b>Daniel Angel, Esq.</b>		<b>December 20, 2004</b>	Name of Person Signing	Signature	Date
<b>Daniel Angel, Esq.</b>		<b>December 20, 2004</b>						
Name of Person Signing	Signature	Date						
Total number of pages including cover sheet, attachments, and document:								

**CH \$215.00 500675 2333417**

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

## **ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Assignment") is made and effective as of the date indicated below and is granted by and among **NORTHLAND CRANBERRIES, INC.**, a Wisconsin corporation ("Grantor") and **WELLS FARGO FOOTHILL, INC.** (f/k/a Foothill Capital Corporation), a California corporation ("Assignor") for the benefit of **ABLECO FINANCE LLC**, a Delaware limited liability company ("Assignee/Grantee").

**WHEREAS**, Grantor owns all right, title and interest in and to the Pledged Collateral (as such term is herein defined); and

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of November 6, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "Existing Loan and Security Agreement") by and among and the Grantor, the lenders party thereto (including, without limitation Assignee/Grantee, the "Existing Lenders"), and Assignor, as the arranger and administrative agent for the Existing Lenders (in such capacity, the "Existing Administrative Agent"), Existing Lenders agreed to make loans and other financial accommodations to Grantor; and

**WHEREAS**, pursuant to the Existing Loan and Security Agreement, Grantor executed that certain Trademark Collateral Assignment and Security Agreement, dated as of November 6, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "Existing Security Agreement") in favor of Assignor, pursuant to which Grantor granted to Assignor, a lien upon and security interest in, among other things, Grantor's right, title and interest in and to the following property of Grantor, whether then owned or thereafter acquired, to secure the payment and performance of the Obligations (as defined in the Existing Security Agreement) (collectively, the "Pledged Collateral"):

- (a) all of Grantor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Grantor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule A, attached hereto, together with all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; and

- (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and
- (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitations, payments under all licenses at any time entered into in connection therewith; and
- (d) the right to sue for past, present and future infringements thereof; and
- (e) all rights corresponding thereto throughout the world; and
- (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Grantor against third parties for past or future infringement of the Trademarks.

**WHEREAS**, the Existing Security Agreement was recorded at the United States Patent and Trademark Office at Reel 002397/Frame 0777 on November 21, 2001; and


**WHEREAS**, the Existing Administrative Agent and the Existing Lenders intend to amend and restate their rights and obligations in respect of their Commitments (as defined in the Existing Loan and Security Agreement) and Obligations (as defined in the Existing Loan and Security Agreement) under the Existing Loan and Security Agreement on the terms set forth in that certain Amended and Restated Loan and Security Agreement (the "Amended Loan and Security Agreement") dated the date hereof among the Assignor (as the Existing Administrative Agent), the Existing Lenders, each lender from time to time party thereto as a lender (the "New Lenders") and Assignee/Grantee as collateral agent for the New Lenders (in such capacity, the "Collateral Agent"), with such Commitments and Obligations immediately upon the execution of such amendment to be governed by the Amended and Restated Loan and Security Agreement; and

**WHEREAS**, pursuant to the Amended and Restated Loan and Security Agreement, Assignor (on behalf of the Existing Lenders) agreed to assign to Assignee/Grantee (as Collateral Agent, for the benefit of the New Lenders) all right, title and interest of Assignor and the Existing Lenders in and to the Pledged Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor (on its own behalf as Existing Administrative Agent and on behalf of the Existing Lenders) hereby assigns, sells and transfers unto Assignee/Grantee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity in and to the Pledged Collateral, the same to be held and enjoyed by Assignee/Grantee (as Collateral Agent), their successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. This assignment is subject in all respects to the terms and conditions of the Amended Loan and Security Agreement.

**IN WITNESS WHEREOF**, Assignor has caused this assignment to be duly executed by its officer thereunto duly authorized, as of the 16<sup>th</sup> day of November 2004.

**WELLS FARGO FOOTHILL, INC.**  
**(f/k/a Foothill Capital Corporation),**  
**as Existing Administrative Agent**

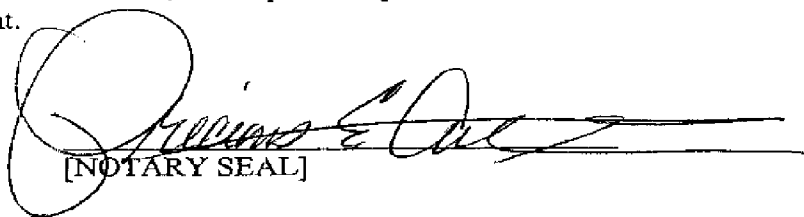
By:   
Name: DENNIS J. REBNAN  
Title: V.P.

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF Georgia  
COUNTY OF Fulton

ss.:

On this 15 day of November 2004, before me, the undersigned, personally appeared Dennis S. Pezman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL]



**ACKNOWLEDGED, AGREED AND  
CONSENT GIVEN:**

**NORTHLAND CRANBERRIES, INC.**

By: 

Name:

John Swendrowski

Title:

CEO & Treasurer

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF Wisconsin

ss.:

COUNTY OF Wood

On this 16<sup>th</sup> day of November 2004, before me, the undersigned, personally appeared John Sundauskis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
[NOTARY SEAL]



**SCHEDULE A****FEDERAL TRADEMARKS AND TRADEMARK APPLICATIONS**

<b><u>TRADEMARK</u></b>	<b><u>REG. NO./SERIAL NO.</u></b>
MEADOW VALLEY	2,333,417
NORTHLAND CRANBERRIES	2,216,485
NORTHLAND 100% HONEST-TO-GOODNESS JUICE	2,226,732
NORTHLAND CRANBERRIES, INC. and design	1,925,743
NORTHLAND	1,949,332
NORTHLAND	1,817,513
MEADOW VALLEY	2,358,461
MINOT	75/486,097

**MASSACHUSETTS TRADEMARK REGISTRATIONS**

<b><u>TRADEMARK</u></b>	<b><u>REG. NO./SERIAL NO.</u></b>
NANTUCKET CRANBERRIES	36163
NANTUCKET CRANBERRIES	36164
NANTUCKET CRANBERRIES	36165