

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the missing application number previously recorded on Reel 003020 Frame 409. Assignor(s) hereby confirms the additional application number.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		11/16/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75486097	MINOT

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2127562388
 Email: daniel.angel@srz.com
 Correspondent Name: Daniel Angel
 Address Line 1: 919 Third Avenue
 Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq.
Signature:	/sas for da/
Date:	02/09/2005

CH \$40.00 75486097

Total Attachments: 12

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
TRADEMARKS ONLY					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Wells Fargo Foothill, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>California</u> <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: Ableco Finance LLC Internal Address: 299 Park Avenue Street Address: City: New York State: NY Zip: 10171 <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 - <u>A Delaware limited liability company</u> <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 - <u>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</u> Execution Date: <u>November 16, 2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/486,097			B. Trademark Registration No.(s) 2333417; 2216485; 2226732; 1925743; 1949332; 1817513; 2358461 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: Daniel Angel, Esq. Internal Address: Schulte Roth & Zabel LLP Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022			6. Total number of applications and registrations involved: 		
			7. Total fee (37 CFR 3.41).....\$ 215.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: 500675 - Schulte Roth & Zabel LLP/Order No. 014951/0312 (Attach duplicate copy of this page if paying by deposit account)		
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> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Daniel Angel, Esq. <hr/> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> December 20, 2004 <hr/> Date </div> </div>					
<small>Total number of pages including cover sheet, attachments, and document: </small>					

CH \$215.00 500675 2333417

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Wells Fargo Foothill, Inc.

Individual(s) Association
 Corporation - **California**
 Other

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

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

Execution Date: **November 16, 2004**

2. Name and address of receiving party(ies)
Name: **Ableco Finance LLC**

Internal
Address: **299 Park Avenue**

Street Address:
City: **New York** State: **NY** Zip: **10171**

Individual(s) citizenship _____
 Association _____
 General Partnership _____

Limited Partnership -
 Corporation – **A Delaware limited liability company**
 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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/486,097

Additional number(s) attached Yes No


B. Trademark Registration No.(s)
**2333417; 2216485; 2226732; 1925743;
1949332; 1817513; 2358461**

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

Name: **Daniel Angel, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: 

7. Total fee (37 CFR 3.41)..... \$ **215.00**


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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.

Daniel Angel, Esq.  **December 20, 2004**

Name of Person Signing Signature Date

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

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

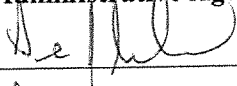
WHEREAS, the Existing Administrative Agent and the Existing Lenders intend to amend and restate their rights and obligations in respect of their Commitments (as defined in the Existing Loan and Security Agreement) and Obligations (as defined in the Existing Loan and Security Agreement) under the Existing 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 16th day of November 2004.

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

By: 

Name: DENNIS J. REBNAN

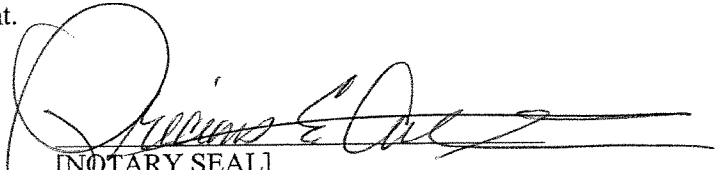
Title: V.P.

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. Reiman, 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

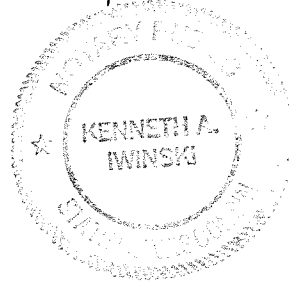
STATE OF Wisconsin

ss.:

COUNTY OF Wood

On this 16th day of November 2004, before me, the undersigned, personally appeared John Suendrawala, 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]



Assignment of Trademarks (Northland)

SCHEDULE A

FEDERAL TRADEMARKS AND TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO./SERIAL NO.</u>
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

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