# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jamba Juice Company		04/17/2008	COMPANY:
Jamba, Inc.		04/17/2008	CORPORATION:

## RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	2827911	"SAY IT WITH A SMOOTHIE"
Registration Number:	2879670	ALOHA PINEAPPLE
Registration Number:	3243490	ALOHA PINEAPPLE
Registration Number:	3308029	BANANA MAN
Registration Number:	2982186	BERRY FULFILLING
Registration Number:	2954776	BERRY LIME SUBLIME
Registration Number:	2243494	CARIBBEAN PASSION
Registration Number:	2174345	CHOCOLATE MOO'D
Registration Number:	2138335	CITRUS SQUEEZE
Serial Number:	78333776	CREAMY INDULGENCES
Registration Number:	2174423	DRINK YOUR NEXT MEAL!
Registration Number:	3143172	ENLIGHTENED SMOOTHIES
Registration Number:	2906518	FEMME BOOST
		TRADEMARK

TRADEMARK " REEL: 003770 FRAME: 0913

900105662

Registration Number:	2966360	FIBER BOOST
Serial Number:	77179166	GREEN CAFFEINE
Registration Number:	2901857	HAVE YOU HAD YOUR FRUIT TODAY?
Registration Number:	2784469	INSTA-FRUIT
Registration Number:	2280907	IT'S NOT JUST A SMOOTHIE, IT'S A WAY OF LIFE!
Registration Number:	2526399	JAMBA
Serial Number:	78594824	JAMBA
Registration Number:	3360385	JAMBA
Registration Number:	3296446	JAMBA
Serial Number:	78391048	JAMBA
Serial Number:	78911608	JAMBA
Registration Number:	3188813	JAMBA ENERGY!
Registration Number:	2879665	JAMBA FRUIT FIX
Registration Number:	2781485	JAMBA GO-GO
Registration Number:	2097875	JAMBA JUICE
Registration Number:	3375313	JAMBA JUICE
Registration Number:	2014541	JAMBA JUICE
Registration Number:	2943662	JAMBA JUICE
Registration Number:	3184799	JAMBA JUICE
Registration Number:	2920918	JAMBA JUICE
Registration Number:	3178393	JAMBA JUICE
Registration Number:	2981040	JAMBA JUICE
Registration Number:	2936465	JAMBA JUICE
Registration Number:	3178394	JAMBA JUICE
Registration Number:	2957313	JAMBA JUICE
Registration Number:	2935224	JAMBA JUICE
Registration Number:	2874887	JAMBA JUICE
Registration Number:	2800332	JAMBA JUICE 5K BANANA MAN CHASE III
Registration Number:	2817566	JAMBA JUICICLE MAKER
Serial Number:	77140011	JAMBA JUMP 2 IT
Registration Number:	2906519	JAMBA MULTI-BOOST
Registration Number:	2344798	JAMBA POWERBOOST
Registration Number:	2879664	JAMBA WHIRL
Registration Number:	2879662	JAMBACARD
Registration Number:	1829996	JUICE CLUB WHIP IT, BEAT IT, BLEND IT!

REEL: 003770 FRAME: 0914

Registration Number:	2256869	KIWI BERRY BURNER
Registration Number:	2903529	LIVE A FRUITFUL LIFE
Registration Number:	3072112	MANGO MANTRA
Registration Number:	3323804	MANGO-A-GO-GO
Registration Number:	3134411	MATCHA GREEN TEA BLAST
Registration Number:	2813178	
Registration Number:	2997335	
Registration Number:	2209377	
Registration Number:	3355997	
Registration Number:	3058674	ORANGE BERRY BLITZ
Registration Number:	2906506	ORANGE DREAM MACHINE
Serial Number:	78189072	ORANGE DREAMPOPS
Registration Number:	2126829	PEACH PLEASURE
Registration Number:	2903333	PEANUT BUTTER MOO'D
Registration Number:	2102423	PEENYA-KOWLADA
Registration Number:	3112628	PEPPERMINT TWIST
Registration Number:	2893424	PERFORMANCE BOOST
Registration Number:	3134851	PROTEIN BERRY PIZZAZZ
Registration Number:	2945904	PROTEIN BOOST
Serial Number:	78328357	PUMPKIN SMASH
Registration Number:	2784470	PURE SPLENDOR FROM A BLENDER
Registration Number:	2334084	RAZZMATAZZ
Registration Number:	2879666	SONIC PULP RECORDS
Serial Number:	77228377	SQUEEZE THE DAY
Registration Number:	2275124	STRAWBERRIES WILD
Registration Number:	2879669	STRAWBERRIES WILD!
Registration Number:	3030301	STRAWBERRY NIRVANA
Registration Number:	2879668	STRAWBERRY SAMPLER
Registration Number:	2299491	THE COLDBUSTER
Registration Number:	3066626	TROPICAL GETAWAYS
Registration Number:	2087566	VIBRANT C
Registration Number:	2893425	VIBRANT-C BOOST

# CORRESPONDENCE DATA

Fax Number: (617)574-4112

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-482-1776

Email: ssimone@goulstonstorrs.com

Correspondent Name: Susan Simone, Esq. Address Line 1: 400 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:	Stacey Mordas
Signature:	/s/ Stacey Mordas
Date:	05/02/2008

### **Total Attachments: 18**

source=Jamba-Trademark Security Agmt#page1.tif source=Jamba-Trademark Security Agmt#page2.tif source=Jamba-Trademark Security Agmt#page3.tif source=Jamba-Trademark Security Agmt#page4.tif source=Jamba-Trademark Security Agmt#page5.tif source=Jamba-Trademark Security Agmt#page6.tif source=Jamba-Trademark Security Agmt#page7.tif source=Jamba-Trademark Security Agmt#page8.tif source=Jamba-Trademark Security Agmt#page9.tif source=Jamba-Trademark Security Agmt#page10.tif source=Jamba-Trademark Security Agmt#page11.tif source=Jamba-Trademark Security Agmt#page12.tif source=Jamba-Trademark Security Agmt#page13.tif source=Jamba-Trademark Security Agmt#page14.tif source=Jamba-Trademark Security Agmt#page15.tif source=Jamba-Trademark Security Agmt#page16.tif source=Jamba-Trademark Security Agmt#page17.tif source=Jamba-Trademark Security Agmt#page18.tif

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 17<sup>th</sup> day of April, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") among Jamba, Inc., as Parent, Jamba Juice Company, as borrower ("<u>Borrower</u>"), the lenders party thereto as "Lenders" ("<u>Lenders</u>") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
  - (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

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licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- 7. **CONSTRUCTION**. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and

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assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMBA JUICE COMPANY	
Зу:	****

Name: Paul Clayton

Title: Chief Executive Officer and President

Ву:	· )_	<u>)</u>	7	
Name	e: Donald	D. Bro	een	

Title: Senior Vice President and Chief Financial Officer

JAMBA, (NC.		
$( \setminus )$	\ /	
X		
Ву:		
	M	
Name: Paul Clayton	A	

Title: Chief Executive Officer and President

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Ву:
Name: Donald D. Breen

Title: Senior Vice President and Chief Financial Officer

#### ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By:	
Name:_	
Title:	

SIGNATURE PAGE OF GUARANTOR TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

## JAMBA JUICE COMPANY

By:
Name:
Title:
By:
Name:
Title:
JAMBA, INC.
By:
Name:
Title:
Ву:
Name:
Title:
ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO FOOTHILL, LLC, as Agent
By: Name:Kevin P. Smith
Title: Vice President

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

## **Trademark Registrations/Applications**

Country	Trademark	Status	Application	Registration
			No.	No.
Argentina	JAMBA JUICE	Registered	2403860	1993405
Argentina	JAMBA JUICE	Registered	2403861	2009880
Australia	JAMBA JUICE	Registered	760081	760081
Australia	Miscellaneous Design (Whirl Logo)	Registered	881727	881727
Bahamas	JAMBA JUICE	Registered	25756	25756
Bahamas	JAMBA JUICE	Registered	25757	25757
Bahamas	JAMBA JUICE	Registered	25758	25758
Bahamas	JAMBA JUICE & Outlined Whirl	Published	26313	23730
Danamas	Design (horizontal)  Jamba Juice	i ublistieu	20010	
Bahamas	Miscellaneous Design (Whirl Logo)	Registered	25759	25759
Bahamas	Miscellaneous Design (Whirl Logo)	Registered	25760	25760
Bahamas	Miscellaneous Design (Whirl Logo)	Registered	25761	25761
Brazil	JAMBA JUICE	Pending	829148035	
Brazil	JAMBA JUICE	Pending	829148027	
Brazil	JAMBA JUICE & Whirl Design	Registered	820711403	820711403
Brazil	JAMBA JUICE & Whirl Design	Published	824302095	

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Country	Trademark	Status	Application	Registration
	1.000	J. G.	No.	No.
Brazil	JAMBA JUICE & Whirl Design	Registered	820711420	820711420
Brazil	Miscellaneous Design (Whirl Logo)	Pending	829148043	
Brazil	Miscellaneous Design (Whirl Logo)	Published	823417859	
Canada	JAMBA	Allowed	1295151	
Canada	JAMBA	Allowed	1294073	
Canada	JAMBA JUICE	Allowed	1182598	
Canada	JAMBA JUICE & Whirl Design	Registered	881111	TMA 524798
Canada	JAMBA JUICE & Whirl Design	Registered	1182771	TMA 663139
Canada	Miscellaneous Design (Whirl Logo)	Pending	1347347	
Chile	JAMBA JUICE	Pending	773362	
Chile	JAMBA JUICE	Pending	773365	
Chile	Miscellaneous Design (Whirl Logo)	Pending	773363	
Chile	Miscellaneous Design (Whirl Logo)	Pending	773364	
China (PRC)	JAMBA	Pending	3980835	
China (PRC)	JAMBA	Pending	3980834	

Country	Trademark	Status	Application No.	Registration No.
China (PRC)	JAMBA & Whirl Design	Registered	9800091471	1443352
China (PRC)	JAMBA JUICE & Whirl Design	Registered	9800063286	1339150
China (PRC)	JAMBA JUICE & Whirl Design	Registered	9800063287	1344835
China (PRC)	JAMBA JUICE & Whirl Design (horizontal)  Jamha Juice	Pending	4853870	
China (PRC)	Miscellaneous Design (Whirl Logo)	Registered	2001131107	1965514
Costa Rica	JAMBA JUICE	Pending	2002-3702	
Costa Rica	Miscellaneous Design (Whirl Logo)	Registered	2002-3703	138090
European Community	JAMBA	Pending	2546042	
European Community	JAMBA	Registered	3030079	3030079
European Community	JAMBA JUICE	Pending	006412407	
European Community	JAMBA JUICE & Whirl Design	Registered	844621	844621
European Community	Miscellaneous Design (Whirl Logo)	Registered	2294395	2294395

Country	Trademark	Status	Application	Registration
			No.	No.
Hong Kong	JAMBA JUICE	Registered	300869185	300869185
Hong Kong	JAMBA JUICE & Whirl Design	Registered	98/07549	199913274AA
Hong Kong	Miscellaneous Design (Whirl Logo)	Registered	300869176	300869176
India	JAMBA JUICE	Pending	1561250	
India	JAMBA JUICE	Pending	1533129	
India	JAMBA JUICE & Whirl Design	Pending	1533128	
India	Miscellaneous Design (Whirl Logo)	Pending	1561257	
Indonesia	JAMBA JUICE & Whirl Design	Registered	D98-11918	441061
Indonesia	JAMBA JUICE & Whirl Design	Registered	D98-11919	441062
Indonesia	JAMBA JUICE & Whirl Design	Registered	D98-11920	441063
International	JAMBA JUICE	Registered;		934034
Registration		awaiting individual		

Country	Trademark	Status	Application No.	Registration No.
(Madrid		country acceptance		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Protocol) 1				
International	JAMBA	Pending	USPTO Tracking	
Registration			No.: A0011111	
(Madrid				
Protocol) 2				
International	JAMBA JUICE	Pending	USPTO Tracking	
Registration			No.: A0011112	
(Madrid				
Protocol) 3	Missellanas Dasis (Misid Lone)	Develler		
International Registration	Miscellaneous Design (Whirl Logo)	Pending		
(Madrid	I O,			
Protocol) 4	💆			
1 1010001) =	9			
Japan	JAMBA	Registered	2004-028765	4816483
Japan	JAMBA with Katakana	Registered	2007-8916	5082115
Japan	JAMBA JUICE with Katakana	Registered	2007-8917	5082166
Japan	Miscellaneous Design (Whirl Logo)	Registered	2001-77500	4603407
Korea South	Miscellaneous Design (Whirl Logo)	Registered	41-2001-13222	83246
Malaysia	Miscellaneous Design (Whirl Logo)	Registered	2001/012651	1012651

 $<sup>\</sup>frac{1}{2}$  Designated Countries: China (PRC) European Community Japan South Korea Russian Federation Singapore and Switzerland

<sup>&</sup>lt;sup>2</sup> Designated Countries: Austria Germany France United Kingdom Switzerland Spain Benelux

<sup>3</sup> Designated Countries: Austria Germany France United Kingdom Switzerland Spain Benelux

 $<sup>\</sup>underline{4}$  Designated Countries: Australia China (PRC) Japan South Korea Russian Federation Singapore and Switzerland

Country	Trademark	Status	Application No.	Registration No.
Mexico	JAMBA JUICE	Pending	864866	
Mexico	JAMBA JUICE	Pending	864867	
Mexico	JAMBA JUICE & Whirl Design	Registered	606588	1006172
Mexico	JAMBA JUICE & Whirl Design	Pending	606587	
Mexico	JAMBA JUICE & Whirl Design	Registered	335997	636465
Mexico	Miscellaneous Design (Whirl Logo)	Registered	864868	1006172
Mexico	Miscellaneous Design (Whirl Logo)	Registered	503882	722935
New Zealand	JAMBA JUICE	Published	768205	
New Zealand	JAMBA JUICE	Registered	619219	619219
New Zealand	Miscellaneous Design (Whirl Logo)	Published	768206	
New Zealand	Miscellaneous Design (Whirl Logo)	Registered	649400	649400
Paraguay	JAMBA JUICE & Whirl Design	Registered	11938/98	212748
Paraguay	JAMBA JUICE & Whirl Design	Registered	11936/98	212746

Country	Trademark	Status	Application	Registration
			No.	No.
Paraguay	JAMBA JUICE & Whirl Design	Registered	11937/98	212747
Puerto Rico	JAMBA JUICE	Registered	65186	65186
	JAMBA JUICE	Published	63065	
Puerto Rico	JAMBA JUICE	Registered	62761	62761
Puerto Rico	Miscellaneous Design (Whirl Logo)	Registered	62760	62760
Puerto Rico	Miscellaneous Design (Whirl Logo)	Registered	62759	62759
Puerto Rico	Miscellaneous Design (Whirl Logo)	Registered	62758	62758
Singapore	JAMBA JUICE	Registered	T07/07187J	T07/07187J
	JAMBA JUICE & Whirl Design	Pending	T07/07188I	T07/07188I
Singapore	Miscellaneous Design (Whirl Logo)	Registered	T01/11011D	T01/11011D
South Africa	JAMBA JUICE	Pending	2007/11051	
	JAMBA JUICE	Pending	2007/11051	
South Africa	Miscellaneous Design (Whirl Logo)	Pending	2007/11053	
South Africa	Miscellaneous Design (Whirl Logo)	Pending	2007/11054	
	<del>                                   </del>			

Country	Trademark	Status	Application No.	Registration
Switzerland	JAMBA JUICE & Whirl Design	Registered	00122/2007	<b>No</b> . 557913
Taiwan	JAMBA JUICE	Pending	096022369	
Taiwan	JAMBA JUICE & Whirl Design	Registered	87026941	878017
Taiwan	JAMBA JUICE & Whirl Design	Registered	87026942	862620
Taiwan	JAMBA JUICE & Whirl Design	Registered	87026943	115156
Taiwan	Miscellaneous Design (Whirl Logo)	Pending	096022371	
Taiwan	Miscellaneous Design (Whirl Logo)	Registered	90027879	173398
Thailand	JAMBA JUICE	Pending	642237	
Thailand	JAMBA JUICE & Whirl Design	Pending	642238	
United Arab Emirates	JAMBA JUICE	Pending	89693	
United Arab Emirates	JAMBA JUICE	Pending	97636	
United Arab Emirates	JAMBA JUICE & Whirl Design	Pending	89694	

Country	Trademark	Status	Application No.	Registration No.
United Arab	Miggallangous Dogiga (Mbirl Logo)	Pending	97637	INO.
Emirates	Miscellaneous Design (Whirl Logo)	J		
United Arab Emirates	Miscellaneous Design (Whirl Logo)	Pending	97638	
United Kingdom	JAMBA	Registered	2238084	2238084
United Kingdom	JAMBA & Sunburst Design (series of two)	Registered	2238082	2238082
United States	"SAY IT WITH A SMOOTHIE" & Design "bay if with a smoothie"	Registered	78/208578	2827911
United States	ALOHA PINEAPPLE	Registered	78/301804	2879670
United States	ALOHA PINEAPPLE	Registered	78/291319	3243490
United States	BANANA MAN	Registered	78/202241	3308029
United States	BERRY FULFILLING	Registered	78/357000	2982186
United States	BERRY LIME SUBLIME	Registered	78/291372	2954776
United States	CARIBBEAN PASSION	Registered	75/296604	2243494
United States	CHOCOLATE MOO'D	Registered	75/189895	2174345
United States	CHUNKY SMOOTHIE	To Be Abandoned	77/186629	
United States	CITRUS SQUEEZE	Registered	75/148341	2138335
United States	CREAMY INDULGENCES	Application	78/333776	
United States	DRINK YOUR NEXT MEAL!	Registered	75/211737	2174423
United States	ENLIGHTENED SMOOTHIES	Registered	78/469103	3143172
United States	FEMME BOOST	Registered	78/294977	2906518
United States	FIBER BOOST	Registered	78/294963	2966360
United States	FRUIT CLOUD	To Be Abandoned	77/100007	
United States	GOOD MOO'DS	To Be Abandoned	77/249427	
United States	GREEN CAFFEINE	Allowed	77/179166	
United States	HAVE YOU HAD YOUR FRUIT TODAY?	Registered	78/333830	2901857
United States	INSTA-FRUIT	Registered	78/202219	2784469
United States	IT'S NOT JUST A SMOOTHIE IT'S A WAY OF LIFE!	Registered	75/460059	2280907
United States	JAMBA	Registered	75/445205	2526399
United States	JAMBA	Pending	78/594824	

Country	Trademark	Status	Application	Registration
			No.	No.
United States	JAMBA	To Be Abandoned	75/087169	2110410
United States	JAMBA	Registered	78/394401	3360385
United States	JAMBA	Registered	77/044812	3296446
United States	JAMBA	Allowed	78/391048	
United States	JAMBA	Allowed	78/911608	0.1000.10
United States	JAMBA ENERGY! (Stylized)  Jamba energy!	Registered	78/640138	3188813
United States	JAMBA FRUIT FIX	Registered	78/301762	2879665
United States	JAMBA GO-GO	Registered	76/441229	2781485
United States	JAMBA JUICE	Registered	75/211733	2097875
United States	JAMBA JUICE	Registered	77/179168	3375313
United States	JAMBA JUICE	Registered	74/683110	2014541
United States	JAMBA JUICE & Whirl Design	Registered	78/301794	2943662
United States	JAMBA JUICE & Whirl Design	Registered	78/611883	3184799
United States	JAMBA JUICE & Whirl Design	Registered	78/361275	2920918
United States	JAMBA JUICE & Whirl Design	Registered	78/611930	3178393
United States	JAMBA JUICE & Whirl Design	Registered	78/405019	2981040
United States	JAMBA JUICE & Whirl Design	Registered	78/405045	2936465
United States	JAMBA JUICE & Whirl Design (horizontal)  jamba juice	Registered	78/611939	3178394
United States	JAMBA JUICE & Whirl Design	Registered	78/405007	2957313

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Country	Trademark	Status	Application No.	Registration No.
	(horizontal)		140.	140.
	Jamba Hutan			
United States	JAMBA JUICE & Whirl Design	Registered	78/405215	2935224
	(horizontal)			
	Jamba Pinine			
United States	JAMBA JUICE & Whirl Design	Registered	78/289478	2874887
	(horizontal) (color)			
	Jamba Juice			
United States	JAMBA JUICE 5K BANANA MAN	Registered	78/167059	2800332
	CHASE III & Design			
	grita sing			
	86,000 m			
United Ctates	LAMBA ILLICIOLE MAKED	Desistered	70/040000	0017500
United States United States	JAMBA JUICICLE MAKER JAMBA JUMP 2 IT	Registered Published	78/242080 77/140011	2817566
United States	JAMBA MULTI-BOOST	Registered	78/294984	2906519
United States	JAMBA POWERBOOST	Registered	75/572877	2344798
United States	JAMBA WHIRL	Registered	78/301759	2879664
United States	JAMBACARD	Registered	78/301748	2879662
United States	JUICE CLUB WHIP IT BEAT IT	Registered	74/172848	1829996
	BLEND IT! & Design			
	<b>Amice</b> Chub			
	WERT DAY IT ADMITS			
United States	KIWI BERRY BURNER	Registered	75/444080	2256869
United States	LIVE A FRUITFUL LIFE	Registered	78/333810	2903529
United States	MANGO MANTRA	Registered	78/475948	3072112
United States	MANGO-A-GO-GO	Registered	78/291314	3323804
United States	MATCHA GREEN TEA BLAST	Registered	78/639216	3134411
United States	Miscellaneous Design (Banana	Registered	78/230888	2813178
	Man)			
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	\$ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\			
	37			
United States	Miscellaneous Design (Cloud)	Registered	78/381249	2997335
United Ct-t	Missellaneaus Design (Missell Lane)	Dogiotorod	74/700550	0000077
United States	Miscellaneous Design (Whirl Logo)	Registered	74/726552	2209377

Country	Trademark	Status	Application No.	Registration No.
United States	Miscellaneous Design (Whirl Logo)	Registered	77/181012	3355997
United States	ORANGE BERRY BLITZ	Registered	78/291369	3058674
United States	ORANGE DREAM MACHINE	Registered	78/291321	2906506
United States	ORANGE DREAMPOPS	Allowed	78/189072	2000000
United States	PEACH PLEASURE	Registered	75/148358	2126829
United States	PEANUT BUTTER MOO'D	Registered	78/291337	2903333
United States	PEENYA-KOWLADA	To Be Abandoned	75/189898	2102423
United States	PEPPERMINT TWIST	Registered	78/337995	3112628
United States	PERFORMANCE BOOST	Registered	78/294999	2893424
United States	PROTEIN BERRY PIZZAZZ	Registered	78/291325	3134851
United States	PROTEIN BOOST	Registered	78/294947	2945904
United States	PUMPKIN SMASH	Published	78/328357	2010001
United States	PURE SPLENDOR FROM A BLENDER	Registered	78/202231	2784470
United States	RAZZMATAZZ	Registered	75/148339	2334084
United States	SONIC PULP RECORDS	Registered	78/301773	2879666
United States	SQUEEZE THE DAY	Allowed	77/228377	
United States	STRAWBERRIES WILD	Registered	75/148336	2275124
United States	STRAWBERRIES WILD!	Registered	78/301799	2879669
United States	STRAWBERRY NIRVANA	Registered	78/349944	3030301
United States	STRAWBERRY SAMPLER	Registered	78/301778	2879668
United States	THE COLDBUSTER	Registered	75/461915	2299491
United States	THE POWER MEAL!	To Be Abandoned	75/519962	2619232
United States	TROPICAL GETAWAYS	Registered	78/333784	3066626
United States	VIBRANT C	Registered	75/148105	2087566
United States	VIBRANT-C BOOST	Registered	78/295032	2893425
United States	ZUKA JUICE	To Be Abandoned	75/133867	2131274
United States (California State Registration)	JAMBA JUICE & Design	Registered		46589
Venezuela	JAMBA JUICE & Whirl Design	Registered	11571/98	P-221824
Venezuela	JAMBA JUICE & Whirl Design	Registered	11570/98	P-222720

Country	Trademark	Status	Application No.	Registration No.
Venezuela	JAMBA JUICE & Whirl Design	Registered	11569/98	S-13522

<sup>\*\*</sup> In addition there may be a pending application for the mark JAMBA in Class 43 in Venezuela (Application No. 06-035900). We did not receive a file for this application from prior counsel and have asked Venezuelan counsel about this application which does not appear in the CPI data transferred into our system. We are currently awaiting a reply from foreign counsel.

**Trademark Licenses** 

None

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**RECORDED: 05/02/2008**