

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) RECORDED AT REEL/FRAE NO. 4145/0099

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		02/11/2010	NATIONAL ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS CREDIT PARTNERS L.P.
Street Address:	One New York Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3213920	BLUE GOODNESS
Registration Number:	3681534	BOM DIA
Registration Number:	2940918	GREEN GOODNESS
Registration Number:	3130549	PERFECTLY PROTEIN
Registration Number:	2835112	VEDGE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-540-1235
 Email: ipdocket@lw.com, kristin.azcona@lw.com
 Correspondent Name: LATHAM & WATKINS LLP
 Address Line 1: 650 Town Center Drive, 20th Floor
 Address Line 4: Costa Mesa, CALIFORNIA 92626

TRADEMARK

900156432

REEL: 004162 FRAME: 0290

OP \$140.00 3213920

ATTORNEY DOCKET NUMBER:	038263-0194
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	03/05/2010
Total Attachments: 6 source=Bolthouse - Trademark Assignment and Assumption (2nd Lien)#page1.tif source=Bolthouse - Trademark Assignment and Assumption (2nd Lien)#page2.tif source=Bolthouse - Trademark Assignment and Assumption (2nd Lien)#page3.tif source=Bolthouse - Trademark Assignment and Assumption (2nd Lien)#page4.tif source=Bolthouse - Trademark Assignment and Assumption (2nd Lien)#page5.tif source=Bolthouse - Trademark Assignment and Assumption (2nd Lien)#page6.tif	

ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS

Reference is made to (i) that certain U.S. Trademark Security Agreement (Second Lien), dated as of December 16, 2005 and recorded with the U.S. Patent and Trademark Office on December 21, 2005 at Reel/Frame No. 003214/0757 and on February 5, 2010 at Reel/Frame No. 004145/0099, (the "Trademark Security Agreement"), between each of WM. BOLTHOUSE FARMS, INC., BOLTHOUSE JUICE PRODUCTS, LLC, BF BOLTHOUSE HOLDCO, LLC, BOLTHOUSE HOLDING CORP., BOLTHOUSE JUICE HOLDINGS, LLC (collectively, "Grantors") and BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Existing Agent"), (ii) that certain Pledge and Security Agreement (Second Lien), dated as of December 16, 2005, (the "Security Agreement"), between each of the Grantors and the Existing Agent and (iii) that certain Second Lien Credit and Guaranty Agreement, dated as of December 16, 2005 (as amended to date, the "Existing Second Lien Credit Agreement"), by and among the Grantors and certain of their related parties, the lenders party thereto from time to time, the Existing Agent and the other agents party thereto. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, each of the Grantors granted the Existing Agent a security interest in and to all of its right, title and interest in and to all of its Trademarks (as defined in the Trademark Security Agreement), including all goodwill associated with such Trademarks, and proceeds of any and all of the foregoing;

WHEREAS, the Grantors and certain of their related parties, the lenders party thereto from time to time, GOLDMAN SACHS CREDIT PARTNERS L.P., as Administrative Agent and Collateral Agent (together with successors and assigns in such capacities, the "Successor Agent") and certain other agents party thereto have entered into that certain Amended and Restated Second Lien Credit and Guaranty Agreement dated as of February 11, 2010 (as amended, restated, refinanced, supplemented or otherwise modified from time to time, the "Amended and Restated Second Lien Credit Agreement"), amending and restating the Existing Second Lien Credit Agreement to, among other things, replace the Existing Agent with the Successor Agent.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

1. The Existing Agent hereby irrevocably assigns to the Successor Agent without recourse, and the Successor Agent hereby assumes from the Existing Agent, the interest in and to the Existing Agent's rights and obligations under the Trademark Security Agreement (the "Assigned Interest"), as of the Effective Date (as defined below).

2. The effective date of this Assignment and Assumption of Security Interest in Trademarks shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption of Security Interest in Trademarks, it will be

delivered to the Successor Agent for recording by the Successor Agent with the United States Patent and Trademark Office.

3. From and after the Effective Date, (a) the Successor Agent shall be a party to the Trademark Security Agreement and, to the extent provided in this Assignment and Assumption of Security Interest in Trademarks, have the rights and obligations of the collateral agent thereunder and shall be bound by the provisions thereof and (b) the Existing Agent shall, to the extent provided in this Assignment and Assumption of Security Interest in Trademarks, relinquish its rights and be released from its obligations under the Trademark Security Agreement.

This Assignment and Assumption of Security Interest in Trademarks shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Successor Agent

By: _____
Name: Alexis Maged
Title: Authorized Signatory

Accepted:

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

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Successor Agent

By: _____
Name:
Title:

Accepted:

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

By:  _____
Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

Schedule

Reel/Frame No. 3214/0757:

Owner	Trademark	Status	Application No. Application Date	Registration No. Registration Date
WM. Bolthouse Farms, Inc.	BOLTHOUSE FARMS	REGISTERED Section 2(F)	78209150 30-JAN-2003	2871484 10-AUG-2004
WM. Bolthouse Farms, Inc.	BOLTHOUSE FARMS SINCE 1915	REGISTERED	78209338 31-JAN-2003	2934040 15-MAR-2005
WM. Bolthouse Farms, Inc.	FRESH LOGISTICS	REGISTERED	78721033 27-SEP-2005	3295131 18-SEP-2007
WM. Bolthouse Farms, Inc.	FRESHLOGISTICS	REGISTERED	78736921 20-OCT-2005	3220790 20-MAR-2007
WM. Bolthouse Farms, Inc.	FRESH-WAY	RENEWED (REGISTERED)	74293274 13-JUL-1992	1755616 02-MAR-1993
WM. Bolthouse Farms, Inc.	GRABBITS	RENEWED (REGISTERED)	75090264 18-APR-1996	2057183 29-APR-1997
WM. Bolthouse Farms, Inc.	HYDROBIND	REGISTERED	76395121 12-APR-2002	2784853 18-NOV-2003
WM. Bolthouse Farms, Inc.	LOOK MOM!	REGISTERED	76130028 18-SEP-2000	2506212 13-NOV-2001
WM. Bolthouse Farms, Inc.	LOOK MOM!	RENEWED (REGISTERED)	72345130 03-DEC-1969	0899807 29-SEP-1970
WM. Bolthouse Farms, Inc.	MERCER RANCH	REGISTERED	78653375 17-JUN-2005	3098115 30-MAY-2006
WM. Bolthouse Farms, Inc.	MERCER RANCH	REGISTERED	78653445 17-JUN-2005	3098120 30-MAY-2006
WM. Bolthouse Farms, Inc.	PREMIUM PETITES	REGISTERED Supplemental Register	78265173 20-JUN-2003	2932099 08-MAR-2005
WM. Bolthouse Farms, Inc.	SHORTCUTS	RENEWED (REGISTERED)	74013793 26-DEC-1989	1657828 17-SEP-1991
WM. Bolthouse Farms, Inc.	TRAVELERS	RENEWED (REGISTERED)	74639993 24-FEB-1995	1960105 05-MAR-1996
WM. Bolthouse Farms, Inc.	WM. BOLTHOUSE FARMS	RENEWED (REGISTERED)	74185851 17-JUL-1991	1700694 14-JUL-1992
WM. Bolthouse Farms, Inc.	WM. BOLTHOUSE FARMS	RENEWED (REGISTERED)	74015335 02-JAN-1990	1644819 14-MAY-1991
Bolthouse Juice Products, LLC	BLUE GOODNESS	REGISTERED	78478574 03-SEP-2004	3213920 27-FEB-2007
Bolthouse Juice Products, LLC	BOM DIA	REGISTERED	78697153 22-AUG-2005	3681534 08-SEP-2009
Bolthouse Juice Products,	GREEN GOODNESS	REGISTERED	78311026	2940918

Owner	Trademark	Status	Application No. Application Date	Registration No. Registration Date
LLC			08-OCT-2003	12-APR-2005
Bolthouse Juice Products, LLC	PERFECTLY PROTEIN	REGISTERED	78311018 08-OCT-2003	3130549 15-AUG-2006
Bolthouse Juice Products, LLC	VEDGE	REGISTERED	76387963 28-MAR-2002	2835112 20-APR-2004

Reel/Frame No. 4145/0099:

Owner	Trademark	Status	Application No. Application Date	Registration No. Registration Date
Bolthouse Juice Products, LLC	BLUE GOODNESS	REGISTERED	78478574 03-SEP-2004	3213920 27-FEB-2007
Bolthouse Juice Products, LLC	BOM DIA	REGISTERED	78697153 22-AUG-2005	3681534 08-SEP-2009
Bolthouse Juice Products, LLC	GREEN GOODNESS	REGISTERED	78311026 08-OCT-2003	2940918 12-APR-2005
Bolthouse Juice Products, LLC	PERFECTLY PROTEIN	REGISTERED	78311018 08-OCT-2003	3130549 15-AUG-2006
Bolthouse Juice Products, LLC	VEDGE	REGISTERED	76387963 28-MAR-2002	2835112 20-APR-2004