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TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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**03/05/2010
 900156430**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) RECORDED AT REEL/FRAME NO. 3214/0757

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: 21

Property Type	Number	Word Mark
Registration Number:	2871484	BOLTHOUSE FARMS
Registration Number:	2834040	BOLTHOUSE FARMS SINCE 1815
Registration Number:	3295131	FRESH LOGISTICS
Registration Number:	3220790	FRESHLOGISTICS
Registration Number:	1755816	FRESH-WAY
Registration Number:	2057183	GRABBITS
Registration Number:	2784853	HYDROBIND
Registration Number:	2508212	LOOK MOM!
Registration Number:	0899807	LOOK MOM!
Registration Number:	3098115	MERCER RANCH
Registration Number:	3098120	MERCER RANCH
Registration Number:	2832099	PREMIUM PETITES

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Registration Number:	1657828	SHORTCUTS
Registration Number:	1960105	TRAVELERS
Registration Number:	1700894	WM. BOLTHOUSE FARMS
Registration Number:	1644819	WM. BOLTHOUSE FARMS
Registration Number:	3213920	BLUE GOODNESS
Registration Number:	3881534	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

ATTORNEY DOCKET NUMBER:	038263-0194
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	03/05/2010

Total Attachments: 6

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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

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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.

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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:

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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**

Second Lien Assignment and Assumptive Agreement (Trademark)

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Schedule**Reel/Frame No. 3214/0757:**

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.	FRESH LOGISTICS	REGISTERED	78738921 20-OCT-2005	3220780 20-MAR-2007
WM. Bolthouse Farms, Inc.	FRESH-WAY	RENEWED (REGISTERED)	74293274 13-JUL-1992	1756818 02-MAR-1993
WM. Bolthouse Farms, Inc.	GRABBITS	RENEWED (REGISTERED)	75090264 18-APR-1996	2057183 29-APR-1997
WM. Bolthouse Farms, Inc.	HYDROBIND	REGISTERED	78385121 12-APR-2002	2784853 18-NOV-2003
WM. Bolthouse Farms, Inc.	LOOK MOMI	REGISTERED	78130028 18-SEP-2000	2506212 13-NOV-2001
WM. Bolthouse Farms, Inc.	LOOK MOMI	RENEWED (REGISTERED)	72345130 08-DEC-1989	0899807 28-SEP-1970
WM. Bolthouse Farms, Inc.	MERCER RANCH	REGISTERED	78653375 17-JUN-2006	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)	74013783 28-DEC-1989	1657828 17-SEP-1991
WM. Bolthouse Farms, Inc.	TRAVELERS	RENEWED (REGISTERED)	74839993 24-FEB-1995	1980105 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	3213820 27-FEB-2007
Bolthouse Juice Products, LLC	BOM DIA	REGISTERED	78887153 22-AUG-2005	3681534 08-SEP-2009
Bolthouse Juice Products,	GREEN GOODNESS	REGISTERED	78311026	2940818

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

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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: BERMOUDA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2871484	BOLTHOUSE FARMS	
Registration Number:	2934040	BOLTHOUSE FARMS SINCE 1915	
Registration Number:	3295131	FRESH LOGISTICS	
Registration Number:	3220790	FRESHLOGISTICS	
Registration Number:	1755618	FRESH-WAY	
Registration Number:	2057183	GRABBITS	
Registration Number:	2784853	HYDROBIND	
Registration Number:	2506212	LOOK MOM!	
Registration Number:	0899807	LOOK MOM!	
Registration Number:	3098115	MERCER RANCH	
Registration Number:	3098120	MERCER RANCH	
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Registration Number:	1657828	SHORTCUTS
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Registration Number:	1700894	WM. BOLTHOUSE FARMS
Registration Number:	1644819	WM. BOLTHOUSE FARMS
Registration Number:	3213920	BLUE GOODNESS
Registration Number:	3681534	BOM DIA
Registration Number:	2840918	GREEN GOODNESS
Registration Number:	3130549	PERFECTLY PROTEIN
Registration Number:	2835112	VEDGE

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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

ATTORNEY DOCKET NUMBER:	038263-0194
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	03/05/2010

Total Attachments: 6

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