EXHIBIT A

TRADE MARK LICENCE AGREEMENT

This Agreement is effective as of this _____ day of November 2007, between McCAIN FOODS LIMITED, having a principal place of business at 107 Main Street, Florenceville, New Brunswick, Canada, E7L 1B2 (hereinafter "MFL") and A. Lassonde Inc., having a principal place of business at 170 5th Avenue, Rougemont, Quebec, J0L 1M0 (hereinafter "Licensee")

PART I RECITALS

WHEREAS MFL is the owner in Canada of the McCAIN and McCAIN & DESIGN Trade Marks (the "Licensed Marks") in association with, inter alia, juices and non-alcoholic beverages;

WHEREAS Licensee is desirous of being permitted to use the Licensed Marks within the Territory (as defined below) in accordance with the terms and conditions contained in this Agreement and is desirous of acquiring a licence with respect to such rights;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties do hereby agree as follows:

PART II DEFINITIONS

The following terms when used in this Agreement shall have the respective meanings set out below:

"Agreement" means this Agreement entitled "Trade Mark Licence Agreement";

"Food Service Customers" means institutions and companies who are engaged in the business of distributing or serving prepared foods and beverages intended for consumption away from home including restaurants, school and hospital cafeterias, etc.

"Licensed Marks" means the following trade marks as registered in the Canadian Trade-marks Office:

MCCAIN & DESIGN (TMA433,609)

MCCAIN (TMA417,405)

"Licensed Products" means (1) fruit juices sold in shelf-stable ready-to-drink containers, corresponding in character and quality to (a) existing MFL SKUs in which the trade mark MCCAIN is used without an additional product mark, and (b) existing MFL SKUs in which the trade mark MCCAIN is used in association with the respective OLD SOUTH, NIAGARA and JUNIOR JUICE trade marks; (2) fruit juice-based drinks sold in shelf-stable, ready-to-drink containers corresponding in character and quality to existing MFL SKUs in association with the REVIVE and REGAIN trade marks; (3) fruit punches made from fruit juices and sold in shelf stable ready-to-drink containers corresponding in character and quality to existing MFL SKUs for ZWAK products; (4) additional SKUs required to change the container shape of existing one litre (1 L) MFL SKUs to another one litre (1 L) container shape commercially available from Tetra Pak Canada Inc. or its affiliates or SIG or its affiliates, and (5) additional SKUs required to change existing MFL SKUs in a 250 ml format to a 200 ml format commercially available from Tetra Pak Canada Inc. or its affiliates or SIG or its affiliates.

"SKU" means stock keeping unit, or individual product having a specified size and sold under a particular trade mark or product name;

"Term" means the term of this Agreement as defined in Part IV;

"Territory" means Canada.

PART III GRANT

3.1 Exclusive licence. Pursuant to the terms of this Agreement, Licensee is hereby granted an exclusive licence (the "Licence") to use the Licensed Marks in the Territory for the respective Terms specified in this Agreement on the Licensed Products. Licensee shall not use the Licensed Marks on any products other than the Licensed Products without the prior written consent of MFL.

3.2 No sublicensing. Licensee shall have no right to sublicense any of the rights that are licensed under this Agreement.

3.3 No exports. Licensee shall not, directly or indirectly, offer to sell, sell, distribute or export, in or to any country or territory outside of the Territory or authorize any other person to do the same, any products sold in association with the Licensed Marks, or any other products bearing trade marks identical or confusingly similar to any of the Licensed Marks, or otherwise identified as a product of MFL.

3.4 Licensee's trade mark. No trade mark other than the Licensed Marks, the Licensed Marks identified in the License Agreement of even date relating to the trade marks OLD SOUTH, NIAGARA, JUNIOR JUICE, REVIVE, REGAIN and TREE HOUSE BLENDS, and the Licensee's logo pursuant to Section 6.1 hereof shall appear on the Licensed Products.

PART IV TERM

4.1 Term. For Licensed Products made for retail sale, the Term of this Agreement is two (2) years from the effective date of this Agreement. For Licensed Products made for sale to Food Service Customers, the Term of this Agreement is three (3) years from the effective date of this Agreement. In each case, this Agreement is subject to early termination as provided for in Part X.

4.2 No renewal. The Licence is non-renewable.

4.3 Run out period. Licensee may not manufacture any products bearing the Licensed Marks after expiry of the respective Terms set out in Part IV above, or after this Agreement has otherwise been terminated as provided for in Part X. For Licensed Products intended to be sold at retail, Licensee may continue to offer for sale, sell and distribute Licensed Products bearing the Licensed Marks that were produced during the period of two years from the Effective Date of this Agreement, for a period not to exceed six (6) months (the "Run Out Period") provided that in the event this Agreement is terminated by reason of a material breach of the Quality Control provisions of Part V hereof, which is not remedied within the period of time prescribed in Part X hereof, Licensee shall not have the right to continue to manufacture or sell any Licensed Products after the effective date of termination. Licensee may not offer for sale, sell, distribute or otherwise dispose of any Licensed Products bearing the Licensed Marks after the Run Out Period. For greater certainty, the Run Out Period does not apply to Licensed Products made for sale to Food Service Customers. Further, the shelf life specified on any Licensed Products shall be twelve (12) months or less, and in all cases, shall not bear an expiry date later than thirty (30) months from the date of this Agreement for Licensed Products made for retail sale and thirty-six (36) months from the date of this Agreement for Licensed Products made for sale to Food Service Customers, unless the prior written consent of MFL shall have been obtained prior to the manufacture thereof, which consent shall be at MFL's sole discretion.

PART V QUALITY CONTROL

5.1 Standards. To protect and enhance the value of the goodwill symbolized by the Licensed Marks, and to ensure that the public may continue to rely upon the Licensed Marks as identifying products of consistent high quality, Licensee agrees that it will use the Licensed Marks under the strict control of MFL as to the character and/or quality of all Licensed Products associated with the Licensed Marks. More particularly, Licensee agrees that it will manufacture and package the Licensed Products distributed, sold, or offered for sale by it in association with the Licensed Marks in accordance with MFL's current specifications, recipes, formulas, procedures, quality control, marketing and other standards, policies, and guidelines. Licensee shall manufacture, distribute and sell the Licensed Products at least in accordance with the standards of quality for fruit juices and fruit juice-based drinks presently made by MFL and sold in association with the Licensed Marks. The composition of all Licensed Products shall be the same as that of the corresponding Licensed Products currently manufactured and sold by MFL. Any facility in which Licensed Products are produced shall have Hazard Analysis Critical Control Points (HACCP) accreditation from the Canadian Food Inspection Agency of the Government of Canada, other than the facility located in Calgary, Alberta.

5.2 Inspection. MFL has the right to inspect the premises where the Licensed Products are made at reasonable intervals to assure compliance with the terms of this Agreement, and subject to reasonable notice.

5.3 Product samples. Prior to the initial sale of any specific SKU of any of the Licensed Products made by Licensee, samples of all such Licensed Products shall be delivered to MFL. No Licensed Products shall be sold which have not been initially approved by MFL, which approval shall not unreasonably be withheld. Failure of MFL to given written notice of its approval within two weeks of the delivery of each such Licensed Product shall be deemed to constitute approval of that Licensed Product. In addition, upon MFL's reasonable request and at MFL's expense, Licensee shall from time to time furnish MFL with samples of any Licensed Product manufactured by Licensee in association with the Licensed Marks.

5.4 Compliance with applicable laws and regulations. The manufacture, packaging, distribution and sale of the Licensed Products shall be in accordance with all relevant laws and regulations affecting the character and quality of the Licensed Products.

5.5 Variation from quality standards. Licensee shall immediately notify MFL in the event of any variation from prescribed quality standards, or actual or potential recall of Licensed Products for any reason or any significant and/or repetitive complaints from consumers, or any complaints from trade customers relating to the quality of the Licensed Products. Without restricting the generality of the foregoing, Licensee shall notify MFL in advance of any proposed external communication concerning stock recovery, market withdrawal or product recall.

5.6 Communication. Any communications from customers or trade accounts pertaining to quality concerns, or confusion with any products made by MFL shall promptly be brought to the attention of MFL. The parties agree to cooperate in mitigating the basis for any such concerns or confusion.

PART VI PACKAGING AND LABELLING

6.1 Trade mark notice. An asterisk (*) shall appear beside each occurrence of the Licensed Marks on all packaging. A trade mark notice substantially in the following form shall appear on all packaging for the Licensed Products distributed or sold by Licensee, with the exception of any packaging inventory for Licensed Products purchased from MFL or packaging identical to such inventory packaging ordered by Licensee during a period of three months from the date of this Agreement:

*®/MD McCain Foods Limited
prepared under/préparé sous licence
A. Lassonde Inc.
Rougemont, P.Q.
(corporate logo of Licensee and Licensee's 800 #)

A representation of such notice appears in Schedule A hereto.

6.3 Samples of labels, packaging and advertising. Licensee agrees that MFL has the exclusive right to determine the character and quality of all printed materials and advertising of any kind associated with the Licensed Marks and the Licensed Products. Accordingly, all packaging, labels, promotional materials, advertising material or display material containing any reference to the Licensed Marks must be submitted to MFL for review and written approval prior to use, which approval shall not unreasonably be withheld. MFL's approval thereof shall be obtained when such material is in rough format as well as in its final format. Failure of MFL to give written notice of its approval within two weeks of the receipt by MFL of each such packaging, labels, display materials or advertising material containing any reference to the Licensed Marks shall be deemed to constitute approval of the foregoing. The use of unapproved packaging, labels, display materials or advertising material containing any reference to the Licensed Marks is prohibited. The parties agree that MFL may irreparably be harmed by the use of such unapproved materials, and MFL shall be entitled to injunctive relief to enforce the provision herein.

PART VII OWNERSHIP OF RIGHTS

7.1 Ownership of the Licensed Marks. MFL is the sole owner of the Licensed Marks in the Territory including the goodwill symbolized by the Licensed Marks, and any use of the Licensed Marks by Licensee shall inure to the benefit of MFL. Licensee acknowledges the ownership and validity of the Licensed Marks and agrees not to challenge ownership or validity at any time.

7.2 Manner of trade mark usage. Licensee agrees that the Licensed Marks shall be used in association with the Licensed Products in such a manner so as to at all times preserve the validity and enforceability of the Licensed Marks. Licensee shall not do any act, or omit to do any act, except as expressly contemplated in this Agreement, that will in any way impair or affect the strength and validity of the Licensed Marks, continuity of the registrations therefore or MFL's interest therein.

PART VIII INFRINGEMENT

8.1 Notification of infringement. Licensee shall promptly notify MFL in writing of any Third Party infringement or imitation of the Licensed Marks when such infringement comes to its attention. Upon receipt of such notice, MFL may, at its sole discretion, take action against such Third Party it considers advisable for the protection of the Licensed Marks. When requested, Licensee shall cooperate fully with MFL to stop such infringement or act.

8.2 Enforcement actions. MFL shall have full control over any action to abate any third party infringement of the Licensed Marks, including but not limited to the right to select counsel, to settle on any terms it deems advisable in its discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by MFL, and otherwise to make any decision in respect thereto as it in its discretion deems advisable. MFL shall bear all expenses connected with the foregoing, except that if both parties agree that Licensee may be a party to any such action, and Licensee desires to retain its own counsel, it shall do so at its own expense.

PART IX INDEMNIFICATION AND INSURANCE

9.1 Indemnification by Licensee. Licensee shall indemnify MFL against, and hold it harmless from, all claims, demands, actions, causes of action, proceedings, damages, losses, expenses (including legal expenses) and judgments of any kind or nature incurred by MFL arising out of or resulting from the activities of Licensee under this Agreement, including any product liability claim.

9.2 Rights of MFL. Upon the occurrence of any event for which MFL is entitled to indemnification by the Licensee under the provisions of this Agreement, MFL shall have all of the rights and remedies available to it at law, in equity, in bankruptcy or otherwise.

9.3 Licensee's insurance. Licensee shall maintain in full force and effect at all times during the Term of this Agreement and for two (2) years thereafter, comprehensive general and commercial liability insurance, including contractual, property damage and product liability coverage waiving subrogation with combined single limits of not less than five (5) million dollars.

9.4 Certificate of insurance. Licensee shall deliver to MFL a certificate of insurance evidencing satisfactory coverage and indicating that MFL shall receive written notice of cancellation, non-renewal or any material change in coverage at least thirty (30) days prior to the effective date thereof.

9.5 MFL represents and warrants to the Licensee and Lassonde that:

(a) MFL is the registered and beneficial owner of all right, title and interest in and to the Licensed Marks and has the sole and exclusive right to grant the rights, licences, and privileges provided for in this Agreement. MFL has not and will not assign, licence or otherwise convey to any other person, the rights, licences or privileges which conflict with the rights granted to Licensee hereunder;

(b) MFL shall indemnify the Licensee against, and hold it harmless from, all claims, demands, actions, causes of action, proceedings, damages, losses, expenses (including legal expenses) and judgments of any kind or nature incurred by the Licensee arising out of or resulting from any breach of the representations and warranties set forth in this paragraph.

PART X TERMINATION

10.1 In the event of any material breach by Licensee, Licensee shall have one (1) month after receipt of notice from MFL specifying the nature of the breach to remedy the breach to MFL's satisfaction. In the event of any material breach of this Agreement (including, without limitation, a breach of quality control provisions, unauthorized use of the Licensed Marks, or failing to maintain insurance) that is not remedied within such period, MFL has the right to terminate this License forthwith upon giving notice in accordance with this Agreement.

10.2 Bankruptcy. This Agreement will terminate automatically upon the filing of a voluntary petition in bankruptcy by Licensee, the execution by Licensee of an assignment for the benefit of creditors, the granting of a petition to have Licensee declared bankrupt, or the appointment of a receiver or trustee for Licensee.

10.3 Use of Licensed Marks following expiration or termination of the Agreement. Following the expiry of this Agreement as set forth at Part IV of this Agreement, or after issuance of termination notice pursuant to Section 10.1 hereof, Licensee agrees to discontinue all use of the Licensed Marks and shall no longer use or have any right to use the Licensed Marks or any confusingly similar trade marks.

PART XI MISCELLANEOUS PROVISIONS

11.1 No royalty. No royalty is due or payable by the Licensee under the terms of this Agreement.

11.2 Notices. Any notices required or permitted to be given under this Agreement shall be in accordance with the provisions contained in Section 9.9 of the Asset Purchase Agreement between the parties.

11.3 Applicable law. This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein and each party hereby irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of such province.

11.4 No assignment. This Licence is personal to Licensee and shall not be assigned by Licensee.

11.5 Entire agreement. This Agreement constitutes the entire agreement between the parties concerning its subject matter. It supersedes all prior agreements, correspondence, representations and writings regarding its subject matter.

11.6 Amendment. No amendment, modification or supplement of this Agreement shall be binding unless executed in writing by both of the parties hereto.

11.7 Waiver. Any failure by either party to exercise any right created hereby shall not constitute a waiver by that party of such right. No waiver by either party of any provision of this Agreement shall be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

11.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the date first written above.

McCAIN FOODS LIMITED

By: ______________________

Title:

Date:

A. LASSONDE INC.

____

By: ______________________

Title:

Date:

Schedule A

Trade Mark Notice

*®/MD McCain Foods Limited

Prepared under/préparé sous licence

A. LASSONDE INC.

ROUGEMONT, QUEBEC

CANADA J0L 1M0

Contact us/Contactez-nous

Tor#: 2018330.1

EXHIBIT B

TRADE MARK LICENCE AND ASSIGNMENT AGREEMENT

This Agreement is effective as of this _____ day of November 2007, between McCAIN FOODS LIMITED, having a principal place of business at 107 Main Street, Florenceville, New Brunswick, Canada, E7L 1B2 (hereinafter "MFL") and A. Lassonde Inc., having a principal place of business at 170 5th Avenue, Rougemont, Quebec, J0L 1M0 (hereinafter "Licensee").

PART I RECITALS

WHEREAS MFL is the owner in Canada of the OLD SOUTH, OLD SOUTH & DESIGN, NIAGARA, NIAGARA & DESIGN and TREE HOUSE BLENDS Trade Marks as shown in Schedule A hereof, and the JUNIOR JUICE, REGAIN, REVIVE and ZWAK Trade Marks as shown in Schedule B hereof (collectively the "Licensed Marks");

WHEREAS Licensee is desirous of being permitted to use the Licensed Marks within the Territory (as defined below) in accordance with the terms and conditions contained in this Agreement and is desirous of acquiring a licence with respect to such rights;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties do hereby agree as follows:

PART II DEFINITIONS

The following terms when used in this Agreement shall have the respective meanings set out below:

"Agreement" means this Agreement entitled "Trade Mark Licence and Assignment Agreement".

"Food Service Customers" means institutions and companies who are engaged in the business of distributing or serving prepared foods and beverages intended for consumption away from home including restaurants, school and hospital cafeterias, etc.

Licensed Marks" means trade marks listed in Schedules "A" and "B" attached hereto as registered in the Canadian Trade-marks Office.

"Licensed Products" means (1) fruit juices and fruit juices with vitamins and/or minerals packaged and sold in shelf-stable ready-to-drink containers in association with the respective OLD SOUTH, NIAGARA and JUNIOR JUICE trade marks corresponding in character and quality to existing MFL SKUs, (2) fruit juice-based drinks sold in shelf-stable, ready-to-drink containers corresponding in character and quality to existing MFL SKUs in association with the REVIVE and REGAIN trade marks, and (3) fruit punches made from fruit juices and sold in shelf stable ready-to-drink containers corresponding in character and quality to existing MFL SKUs for ZWAK products. Additional fruit juices, fruit juice-based drinks and punches made from fruit juices SKUs may be added to "Licensed Products" subject to prior written approval by MFL, which approval shall not unreasonably be withheld.

"SKU" means stock keeping unit, or individual product having a specified size and sold under a particular trade mark or product name;

"Term" means the term of this Agreement as defined in Part IV;

"Territory" means Canada.

PART III GRANT

3.1 <u>Exclusive licence</u>. Pursuant to the terms of this Agreement, Licensee is hereby granted an exclusive licence (the "Licence") to use the Licensed Marks in the Territory for the respective Terms specified in this Agreement on the Licensed Products. Licensee shall not use the Licensed Marks on any products other than the Licensed Products.

3.2 No sublicensing. Licensee shall have no right to sublicense any of the rights that are licensed under this Agreement, without the prior written consent of MFL.

3.3 No exports. Licensee shall not, directly or indirectly, offer to sell, sell, distribute or export, in or to any country or territory outside of the Territory or authorize any other person to do the same, any products sold in association with the Licensed Marks, or any other products bearing trade marks identical or confusingly similar to any of the Licensed Marks, or otherwise identified as a product of MFL.

3.4 No trade mark other than the Licensed Marks and the MCCAIN Trade Marks covered by a License Agreement of even date between the parties shall appear on the Licensed Products, and other than the Licensee's logo as provided in paragraph 6.2 herein.

3.5 Upon receiving a certificate executed by an officer of the Licensee confirming that it has ceased manufacturing, distributing, selling and offering for sale Licensed Products in association with the trade mark McCAIN in relation to any of the Licensed Marks identified in Schedule B hereof, or upon expiry of the license granted to Licensee to use the MCCAIN Trade Marks (whichever shall first occur) MFL shall forthwith and within a maximum of seven (7) days from a request by the Licensee, assign to Lassonde Industries Inc. or any other designee of Licensee, each such Licensed Mark, including the trade mark registrations and the goodwill symbolized by such Licensed Mark, without any additional consideration, by the execution of an assignment in a form substantially similar that shown in Schedule C hereto. Licensee accepts on behalf of Lassonde Industries Inc. the right to accept such assignment.

PART IV TERM

4.1 Term. The License granted herein with respect to the Schedule A trade marks is not terminable except as a result of a material breach of the provisions of this Agreement that is not rectified in accordance with the provisions hereof. The license granted in respect of the respective Schedule B trade marks shall expire contemporaneously with the execution of the assignment(s) respectively referred to in Section 3.6 above. Upon expiry of the License with respect to any of the Schedule B trade marks, this Agreement shall terminate to the extent it applies to the respective Schedule B trade marks, provided that Licensee's obligations under article 9.1 of this Agreement shall survive termination for causes of action that have arisen before termination.

PART V QUALITY CONTROL

5.1 Standards. To protect and enhance the value of the goodwill symbolized by the Licensed Marks, and to ensure that the public may continue to rely upon the Licensed Marks as identifying products of consistent high quality, Licensee agrees that it will use the Licensed Marks under the strict control of MFL as to the character and/or quality of all Licensed Products associated with the Licensed Marks. More particularly, Licensee agrees that it will manufacture and package the Licensed Products distributed, sold, or offered for sale by it in association with the Licensed Marks in accordance with MFL's current marketing standards and standards of quality. Licensee shall manufacture, distribute and sell the Licensed Products at least in accordance with such standards of quality for shelf-stable, ready-to-drink fruit juices and fruit juice-based drinks presently made by MFL in association with the Licensed Marks. Any facility in which Licensed Products are produced shall have Hazard Analysis Critical Control Points (HACCP) accreditation from the Canadian Food Inspection Agency of the Government of Canada, other than the facility in Calgary, Alberta.

5.2 Inspection. MFL has the right to inspect the premises where the Licensed Products are made at reasonable intervals to assure compliance with the terms of this Agreement and subject to reasonable notice.

5.3 Product samples. Upon MFL's reasonable request and at MFL's expense, Licensee shall from time to time furnish MFL with samples of any Licensed Product manufactured by Licensee in association with the Licensed Marks.

5.4 Compliance with applicable laws and regulations. The manufacture, packaging, distribution and sale of the Licensed Products shall be in accordance with all relevant laws and regulations affecting the character and quality of the Licensed Products.

5.5 Variation from quality standards. Licensee shall immediately notify MFL in the event of any variation from prescribed quality standards, or actual or potential recall of Licensed Products for any reason or any significant and/or repetitive complaints from consumers, or any complaints from trade customers relating to the quality of the Licensed Products. Without restricting the generality of the foregoing, Licensee shall notify MFL in advance of any proposed external communication concerning stock recovery, market withdrawal or product recall.

5.6 Communication. Any communications from customers or trade accounts pertaining to quality concerns, or confusion with any products made by MFL shall promptly be brought to the attention of MFL. The parties agree to cooperate in mitigating the basis for any such concerns or confusion.

PART VI PACKAGING AND LABELLING

6.1 Trade mark notice. An asterisk (*) shall appear beside each occurrence of the Licensed Marks on all packaging. A trade mark notice substantially in the following form shall appear on all packaging for the Licensed Products distributed or sold by Licensee, with the exception of any packaging inventory for Licensed Products purchased from MFL or packaging identical to such inventory packaging ordered by Licensee during a period of three months from the date of this Agreement:

*®/MD McCain Foods Limited
prepared under/préparé sous licence
A. Lassonde Inc.
Rougemont, P.Q.
(corporate logo of Licensee and Licensee's 800 #)

A representation of such notice appears in Schedule D hereto. After Licensee has ceased all use of the MCCAIN trade marks pursuant to a Licence Agreement between the parties of even date, Licensee shall be permitted to add the word "LASSONDE" in the flower logo shown in Exhibit D hereto.

6.2 Upon MFL's reasonable request and at MFL's expense, Licensee shall from time to time furnish MFL with samples of any packaging, labels, promotional materials, advertising material or display material containing any reference to the Licensed Marks.

PART VII OWNERSHIP OF RIGHTS

7.1 Ownership of the Licensed Marks. Subject to Section 3.6 hereof, MFL is the sole owner of the Licensed Marks in the Territory including the goodwill symbolized by the Licensed Marks, and any use of the Licensed Marks by Licensee shall inure to the benefit of MFL. Licensee acknowledges the ownership and validity of the Licensed Marks and agrees not to challenge ownership or validity at any time.

7.2 Manner of trade mark usage. Licensee agrees that the Licensed Marks shall be used in association with the Licensed Products in such a manner so as to at all times preserve the validity and enforceability of the Licensed Marks. Licensee shall not do any act, or omit to do any act, except as expressly contemplated in this Agreement, that will in any way impair or affect the strength and validity of the Licensed Marks, continuity of the registrations therefore or MFL's interest therein.

PART VIII INFRINGEMENT

8.1 Notification of infringement. Licensee shall promptly notify MFL in writing of any Third Party infringement or imitation of the Licensed Marks when such infringement comes to its attention. Upon receipt of such notice, MFL may, at its sole discretion, take action against such Third Party it considers advisable for the protection of the Licensed Marks. When requested, Licensee shall cooperate fully with MFL to stop such infringement or act.

8.2 Enforcement actions. MFL shall have full control over any action to abate any third party infringement of the Licensed Marks, including but not limited to the right to select counsel, to settle on any terms it deems advisable in its discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by MFL, and otherwise to make any decision in respect thereto as it in its discretion deems advisable. MFL shall bear all expenses connected with the foregoing, except that if both parties agree that Licensee may be a party to any such action, and Licensee desires to retain its own counsel, it shall do so at its own expense.

PART IX INDEMNIFICATION AND INSURANCE

9.1 Indemnification by Licensee. Licensee shall indemnify MFL against, and hold it harmless from, all claims, demands, actions, causes of action, proceedings, damages, losses, expenses (including legal expenses) and judgments of any kind or nature incurred by MFL arising out of or resulting from the activities of Licensee under this Agreement, including any product liability claim.

9.2 Rights of MFL. Upon the occurrence of any event for which MFL is entitled to indemnification by the Licensee under the provisions of this

Agreement, MFL shall have all of the rights and remedies available to it at law, in equity, in bankruptcy or otherwise.

9.3 Licensee's insurance. Licensee shall maintain in full force and effect at all times during the Term of this Agreement and for two (2) years thereafter, comprehensive general and commercial liability insurance, including contractual, property damage and product liability coverage waiving subrogation with combined single limits of not less than five million dollars ($5,000.000.).

9.4 Certificate of insurance. Licensee shall deliver to MFL a certificate of insurance evidencing satisfactory coverage and indicating that MFL shall receive written notice of cancellation, non-renewal or any material change in coverage at least thirty (30) days prior to the effective date thereof.

9.5 MFL represents and warrants to the Licensee and Lassonde that:

(a) MFL is the registered and beneficial owner of all right, title and interest in and to the Licensed Marks and has the sole and exclusive right to grant the rights, licences, and privileges provided for in this Agreement. MFL has not and will not assign, licence or otherwise convey to any other person, the rights, licences or privileges which conflict with the rights granted to Licensee hereunder;

(b) MFL shall indemnify the Licensee against, and hold it harmless from, all claims, demands, actions, causes of action, proceedings, damages, losses, expenses (including legal expenses) and judgments of any kind or nature incurred by the Licensee arising out of or resulting from any breach of the representations and warranties set forth in this paragraph.

(c) The Licensed Marks are in full force and effect;

(d) MFL has no knowledge of any claim of adverse ownership or invalidity or other opposition to or conflict with any of the Licensed Marks nor of any pending or threatened suit, proceeding, claim, demand, action or investigation of any nature or kind against MFL relating to the Licensed Marks;

(e) MFL has no knowledge that the use of the Licensed Marks breaches, violates, infringes or interferes with any rights of any third party or requires payment for the use of the trade marks of another;

(f) Subject to the respective Licensed Marks continuing to be used by Licensee, MFL will maintain or cause to be maintained the rights to the respective Licensed Marks in full force and effect and, without limiting the generality of the foregoing, have renewed or have made and will make within an applicable renewal period applications for renewal of all of the registered Licensed Marks subject to expiration. In the event any of the respective Licensed Marks henceforth are used by Licensee but not by MFL, and Licensee wishes to maintain or renew such Licensed Marks, all costs involved in maintenance or renewal of the respective Licensed Marks shall be borne by Licensee.

(g) Subject to the rights specifically granted to Licensee herein, nothing in this Agreement prevents MFL from selling, assigning, or transferring any of the Licensed Marks to any third party, or from licensing or authorizing any third party to use any of the Licensed Marks on products or services other than the Licensed Products, provided that such third party expressly acknowledges in writing that it will comply with and be bound by the terms of this Agreement.

PART X TERMINATION

10.1 In the event of any material breach by Licensee, Licensee shall have one (1) month after receipt of notice from MFL specifying the nature of the breach to remedy the breach to MFL's satisfaction. In the event of any material breach of this Agreement (including, without limitation, a breach of quality control provisions, unauthorized use of the Licensed Marks, or failing to maintain insurance) that is not remedied within such period, MFL has the right to terminate this License forthwith upon giving notice in accordance with this Agreement.

10.2 Bankruptcy. This Agreement will terminate automatically upon the filing of a voluntary petition in bankruptcy by Licensee, the execution by Licensee of an assignment for the benefit of creditors, the granting of a petition to have Licensee declared bankrupt, or the appointment of a receiver or trustee for Licensee.

PART XI MISCELLANEOUS PROVISIONS

11.1 No royalty. No royalty is due or payable by the Licensee under the terms of this Agreement.

11.2 Notices. Any notices required or permitted to be given under this Agreement shall be in accordance with the provisions contained in Section 9.9 of the Asset Purchase Agreement between the parties.

11.3 Applicable law. This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein and each party hereby irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of such province.

11.4 No assignment. This Licence is personal to Licensee and shall not be assigned by Licensee, except if effected as part of the sale of the whole of Licensee's business or that of Lassonde Industries Inc. or of the juice business of the Licensee or Lassonde Industries Inc. provided that any such assignment shall be subject to the consent of MFL, which consent shall not unreasonably be withheld.

11.5 Entire agreement. This Agreement constitutes the entire agreement between the parties concerning its subject matter. It supersedes all prior agreements, correspondence, representations and writings regarding its subject matter.

11.6 Amendment. No amendment, modification or supplement of this Agreement shall be binding unless executed in writing by both of the parties hereto.

11.7 Waiver. Any failure by either party to exercise any right created hereby shall not constitute a waiver by that party of such right. No waiver by either party of any provision of this Agreement shall be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

11.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, all of which shall constitute one and the same agreement.

11.9 Successors and assigns. Subject to the other provisions of this Agreement, this Agreement shall be binding and executory upon the parties and their permitted assignees.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the date first written above.

McCAIN FOODS LIMITED

By: ______________________

Title:

Date:

A. LASSONDE INC.

____

By: ______________________

Title:

Date:

Schedule A

Trade Mark	Registration No.	Date Registered
NIAGARA	TMA277,381	1983-03-04
NIAGARA DESIGN	TMA277,382	1983-03-04
OLD SOUTH	TMA167,042	1969-12-24
OLD SOUTH & DESIGN	TMA241,075	1980-03-14
TREE HOUSE BLENDS	TMA346650	1988-10-14

Schedule B

Trade Mark	Registration No.	Date Registered
JUNIOR JUICE	TMA349,233	1988-12-16
JUNIOR JUICE DESIGN (COLOUR)	TMA452,539	1995-12-29
JUNIOR PUNCH	TMA460,283	1996-07-19
JUNIOR PUNCH DESIGN	TMA461,255	1996-08-16
JUS JUNIOR	TMA351,790	1989-02-17
REGAIN	TMA261,251	1981-07-31
REVIVE	TMA261,909	1981-08-21
ZWAK	TMA640,463	2005-05-25

Schedule C

CANADA

REGISTRAR OF TRADE-MARKS
GATINEAU

TRADE-MARKS ASSIGNMENT

(the "Assignor"), whose principal office or place of business is , for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, assign and convey to and in favor of (the "Assignee"), whose principal office or place of business is , all of its rights, title and interest including all goodwill arising therefrom, which the Assignor may have acquired or has acquired in and to any of the trade-marks identified in the Schedule attached hereto.

The Assignee hereby accepts this assignment and appoints , as trade-marks agents and as the firm to which any notice in respect to this assignment or in respect of the assigned marks may be given or served with the same effect as if they had been given or served upon it.

Executed at , this

per: ______________________________

Executed at , this

per: ______________________________

Schedule D

Trade Mark Notice

*®/MD McCain Foods Limited

Prepared under/préparé sous licence

A. LASSONDE INC.

ROUGEMONT, QUÉBEC

CANADA J0L 1M0

Contact us/Contactez-nous

1 866 552 7643

www.lassonde.com

EXHIBIT C

ARBITRATION PROVISIONS

The following rules and procedures (the "**Rules**") shall apply with respect to any matter required to be arbitrated by this Agreement.

1. Initiation of Arbitration Proceedings

(a) If either Party proposes to have any matter arbitrated, it shall give written notice (the "Notice of Arbitration") to the other Party specifying the particulars of the matter or matters in dispute and proposing the name of the person it wishes to be appointed as the single arbitrator. Within five business days after receipt of such notice, the other Party shall give notice to the first Party advising whether the other Party accepts the Arbitrator proposed by the first Party. If no such notice is given within such five business day period, the other Party shall be deemed to have accepted the Arbitrator proposed by the first Party. If the Parties do not agree upon a single arbitrator within ten business days of the delivery of the Notice of Arbitration, either Party may apply to ADR Chambers in Ontario for the appointment of a single Arbitrator (the "'**Arbitrator**").

(b) The individual selected as Arbitrator shall be qualified by education and experience to decide the matter in dispute and need not be a lawyer. The Arbitrator shall certify that he or she is at arm's length from each Party to the arbitration and has no prior, current or anticipated personal, business or professional relationship with either Party.

(c) Any dispute regarding the qualifications or independence of the Arbitrator shall be decided by another arbitrator agreed upon by the Parties or, failing agreement, appointed by ADR Chambers in Ontario.

2. Submission of Written Initial Statements

(a) Within five days after the appointment of the Arbitrator, the Party initiating the arbitration (the "Claimant") shall send the other Party (the "Respondent") an Initial Statement setting out, in detail, the facts and legal principles upon which it relies and the decision that it seeks.

(b) Within 30 days after the receipt of the Initial Statement, the Respondent shall send to the Claimant a Response stating, in detail, which of the Claimant's allegations of fact and statements of legal principles it admits and which it denies, on what grounds, and on what other facts and principles of law it relies.

(c) The Initial Statement and Response shall be accompanied by copies (or, if they are already in the possession of the other Party) a list of all essential documents on which the Party concerned relies.

(d) After submission of the Initial Statement and Response and after giving the Parties an opportunity to make submissions as to the procedures to be followed, the Arbitrator will give directions for the further conduct of the arbitration. The Arbitrator may establish such procedures, schedules and time limits as the Arbitrator, in his or her absolute discretion, considers fair and appropriate for achieving a just and proper result in relation to the particular matter in issue and in doing so may have regard to:

i. The amount in issue;

ii. The complexity of the matters in dispute;

iii. The need for urgency;

iv. The need for one or both Parties to have access to documents or information in the possession of the other;

v. Whether issues of credibility are involved or whether the matter can be disposed of without the evidence of witnesses; and

vi. Whether there is a need for oral argument or whether the matter can be disposed of on the basis of written submissions.

3. Conduct of the Arbitration

(a) The arbitration shall take place in the City of Toronto, Ontario or in such other place as the Claimant and the Respondent agree upon in writing. The arbitration shall be conducted in the English language.

(b) Unless the Parties agree or the Arbitrator directs otherwise, the fact of the arbitration and all proceedings relating thereto shall be held in confidence by the Arbitrator and by the Parties and their professional advisors and consultants. The Arbitrator may authorise disclosure of some or all of the matters in dispute to third parties, on such terms as to confidentiality as the Arbitrator considers appropriate, where such disclosure is necessary to comply with legal requirements or obligations of either Party or to facilitate the arbitration.

(c) Each Party to the arbitration may be represented at any meetings or hearings by legal counsel.

(d) If evidence is given at an oral hearing, each Party to the arbitration may examine, cross-examine and re-examine any witnesses at the arbitration within such limits as the Arbitrator may impose.

(e) With respect to matters not specifically covered by this Agreement, the arbitration shall be governed by the Ontario *Arbitration Act, 1991* as amended from time to time.

4. **The Decision**

(a) The Arbitrator may grant any form of relief which is available between the Parties in law, in equity or by statute.

(b) The Arbitrator will provide an oral decision and a decision in writing and, unless the Parties otherwise agree, will set out reasons for the decision in the written decision.

(c) The Arbitrator will provide the oral decision within 30 days of the conclusion of the hearing and will send the written decision to the Parties as soon as practicable after the conclusion of the final hearing, but in any event no later than 30 days thereafter, unless that time period is extended for a fixed period by the Arbitrator on written notice to each Party because of illness or other cause beyond the Arbitrator's control.

(d) The decision shall be final and binding on the Parties and shall not be subject to an appeal, on any grounds, to the courts.

(e) The Arbitrator may allocate or reallocate, between the Parties, the costs of the arbitration including the costs incurred by the Parties in the preparation and presentation of their respective cases in the arbitration.

(f) The Arbitrator may award interest on all or any portion of any amount found owing from one Party to the other.

(g) The Arbitrator may not award punitive, exemplary or non-compensatory damages of any kind.

EXHIBIT D

TRADE-MARKS ASSIGNMENT

CANADA

McCain Foods Limited (the "Assignor"), whose principal office or place of business is 107 Main Street, Florenceville, New Brunswick, Canada, E7L 1B2, for good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, does hereby grant, assign and convey to and in favor of Lassonde Industries Inc., (the "Assignee"), whose principal office or place of business is 755 Principale, Rougemont, Quebec, J0L 1M0, all of its rights, title

and interest in Canada including all goodwill arising therefrom, which the Assignor may have acquired or has acquired in and to the trade marks SUNNY ORANGE and SUNNY ORANGE & Des. together with the respective Canadian trade-mark registrations therefor, Nos. TMA139,467 and TMA139,808.

Executed at Florenceville, N.B., this day of October, 2007.

McCain Foods Limited

per: ______________________________