SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

Quarterly Report under Section 13 or 15(d)
of the Securities Exchange Act of 1934

For the Quarterly Period Ended June 30, 1998   Commission file number 0-18761

HANSEN NATURAL CORPORATION
(Exact name of Registrant as specified in its charter)

Delaware	39-1679918
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

2380 Railroad Street, Suite 101,
Corona, California 91720
(Address of principal executive offices) (Zip Code)

(909) 739 - 6200
Registrant's telephone number, including area code:

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

The registrant had 9,296,502 shares of common stock
outstanding as of August 1, 1998

HANSEN NATURAL CORPORATION AND SUBSIDIARIES
June 30, 1998

INDEX

		Page No.
Part I.	FINANCIAL INFORMATION	
Item 1.	Consolidated Financial Statements	
	Consolidated Balance Sheets as of June 30, 1998	

	and December 31, 1997	3
	Consolidated Statements of Operations for the three and six months ended June 30, 1998 and 1997	4
	Consolidated Statements of Cash Flows for the six months ended June 30, 1998 and 1997	5
	Notes to Consolidated Financial Statements	6
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	7

Part II. OTHER INFORMATION

Items 1-5.	Not Applicable	14
Item 6.	Exhibits and Reports on Form 8-K	14
	Signatures	14

HANSEN NATURAL CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(Unaudited)

	June 30, 1998	December 31, 1997
ASSETS		
CURRENT ASSETS:		
Cash	$ 2,146,543	$ 395,231
Accounts receivable (net of allowance for doubtful accounts, sales returns and cash discounts of $464,521 in 1998 and $315,629 in 1997 and promotional allowances of $1,673,848 in 1998 and $1,067,749 in 1997)	2,873,885	1,533,748
Inventories	3,996,739	3,915,983
Prepaid expenses and other current assets	163,643	214,468
Total current assets	9,180,810	6,059,430
PROPERTY AND EQUIPMENT, net	622,135	412,496
INTANGIBLE AND OTHER ASSETS:		
Trademark license and trademarks (net of accumulated amortization of $2,538,478 in 1998 and $2,390,878 in 1997)	10,089,733	10,208,116
Notes receivable from officer and director	46,536	68,235
Deposits and other assets	203,297	185,082
Total intangible and other assets	$10,339,566	$10,461,433
	$20,142,511	$16,933,359
LIABILITIES & SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 2,855,444	$ 2,195,200
Accrued liabilities	474,721	444,807
Accrued compensation	447,251	322,114
Current portion of long-term debt	740,660	520,835
Income taxes payable	990,590	81,800
Total current liabilities	5,508,666	3,564,756
LONG-TERM DEBT, less current portion	2,935,954	3,407,824
SHAREHOLDERS' EQUITY:		
Common stock - $.005 par value; 30,000,000 shares authorized; 9,149,191 and 9,130,869 shares issued and outstanding in 1998 and 1997, respectively	45,746	45,654
Additional paid-in capital	10,858,223	10,858,315
Retained earnings (accumulated deficit)	861,163	(875,949)
Foreign currency translation adjustment	(67,241)	(67,241)
Total shareholders' equity	11,697,891	9,960,779

	$20,142,511	$16,933,359

HANSEN NATURAL CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	1998	1997	1998	1997
NET SALES	$13,950,530	$11,496,228	$25,215,385	$18,615,814
COST OF SALES	7,009,343	6,791,491	12,622,771	11,027,737
GROSS PROFIT	6,941,187	4,704,737	12,592,614	7,588,077
OPERATING EXPENSES:				
Selling, general and administrative	5,283,867	3,809,192	9,562,351	6,396,957
Amortization of trademark license and trademarks	73,800	73,500	147,600	147,000
Other expenses	15,000	72,991	30,000	147,135
Total operating expenses	5,372,667	3,955,683	9,739,951	6,691,092
OPERATING INCOME	1,568,520	749,054	2,852,663	896,985
NET INTEREST AND FINANCING EXPENSE	102,824	148,691	211,657	273,066
INCOME BEFORE PROVISION FOR INCOME TAXES	1,465,696	600,363	2,641,006	623,919
PROVISION FOR INCOME TAXES	450,000	37,800	920,123	40,200
NET INCOME	$ 1,015,696	$ 562,563	$ 1,720,883	$ 583,719
NET INCOME PER COMMON SHARE:				
Basic	$ 0.11	$ 0.06	$ 0.19	$ 0.06
Diluted	$ 0.10	$ 0.06	$ 0.17	$ 0.06
NUMBER OF COMMON SHARES USED IN PER SHARE COMPUTATIONS:				
Basic	9,140,948	9,214,962	9,135,936	9,195,639
Diluted	10,361,279	9,219,049	10,391,250	9,219,049

HANSEN NATURAL CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE SIX MONTHS ENDED JUNE 30, 1998 AND 1997 (Unaudited)

	1998	1997
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 1,720,883	$ 583,719
Adjustments to reconcile net income to		

net cash provided by (used in) operating activities:		
Amortization of trademark license and trademarks	147,600	147,000
Depreciation and other amortization	100,899	124,034
Compensation expense related to issuance of stock options	16,229	
Effect on cash of changes in operating assets and liabilities:		
Accounts receivable	(1,340,137)	(1,079,485)
Inventories	(80,756)	(38,372)
Prepaid expenses and other current assets	50,825	(320,434)
Accounts payable	660,244	937,861
Accrued liabilities	29,914	(7,629)
Accrued compensation	125,137	(26,972)
Income taxes payable	908,790	81,800
Net cash provided by operating activities	2,339,628	401,522
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	(310,538)	(151,592)
Increase in trademark license and trademarks	(29,217)	(44,750)
Decrease (increase) in notes receivable from officer and director	21,699	(1,169)
Increase in deposits and other assets	(18,215)	(56,497)
Net cash used in investing activities	(336,271)	(254,008)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Decrease in short-term borrowings		6,028
Increase in long-term debt		14,546
Principal payments on long-term debt	(252,045)	(621)
Net cash (used in) provided by financing activities	(252,045)	19,953
EFFECT OF EXCHANGE RATE CHANGES ON CASH	-	(66,334)
NET INCREASE IN CASH	1,751,312	101,133
CASH, beginning of period	395,231	186,931
CASH, end of period	$ 2,146,543	$ 288,064
SUPPLEMENTAL INFORMATION:		
Cash paid during the year for:		
Interest	$ 193,520	$ 225,505
Income taxes	$ 2,400	$ 2,400

HANSEN NATURAL CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION

Reference is made to the Notes to Consolidated Financial Statements, in the Company's Form 10-K for the year ended December 31, 1997, which is incorporated by reference, for a summary of significant policies utilized by Hansen Natural Corporation ("Hansen" or "Company") and its subsidiaries, Hansen Beverage Company ("HBC") and CVI Ventures, Inc. The information set forth in these interim financial statements is unaudited and may be subject to normal year-end adjustments. The information reflects all adjustments, which include only normal recurring adjustments, which in the opinion of management are necessary to make the financial statements not misleading. Results of operations covered by this report may not necessarily be indicative of results of operations for the full fiscal year.

2. INVENTORIES

Inventories consist of the following at:

	June 30, 1998	December 31, 1997
Raw materials	$ 1,851,552	$ 388,877
Finished goods	2,145,187	3,527,106
	$ 3,996,739	$3,915,983

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

- --

General

During the three months ended June 30, 1998, the Company continued to make progress towards achieving its goal of geographically expanding the Hansen's(R) brand as well as expanding the Hansen's(R) brand product range. During the three months ended June 30, 1998, the expansion of distribution of certain of the Company's products into markets outside of California continued to make good progress. In April 1997, the Company introduced its lightly carbonated functional energy drink in an 8.2-ounce slim can. Repeat sales of this product have been encouraging. During the first quarter of 1998, the Company extended its "functional" beverage product line by introducing three additional functional drinks in 8.2-ounce slim cans, a ginger flavored d-stress drink, an orange flavored anti-ox drink and a guarana flavored stamina drink. During the second quarter of 1998, the Company launched its new Healthy Start(TM) line of juices with DynaJuice(TM), a shelf stable 100% juice blend with 15 vitamins and minerals. Also during the quarter, the Company introduced two new 100% juice blends, Hansen's (R) Natural Apple Strawberry and Apple Grape juices, both of which contain vitamin C. The Company intends to introduce additional functional drinks and a new line of premium functional Smoothies later in 1998. Other new product developments include additional Healthy Start(TM) juices as well as new lines of premium natural sodas and premium functional iced teas in proprietary glass bottles, which the Company intends to introduce later in 1998 or in 1999. The Company continues to incur expenditures in connection with the development and introduction of new products and flavors.

The increase in net sales and profitability in the second quarter of 1998 was primarily attributable to increased sales of the Company's functional energy drink and sales of the Company's three new functional drinks in 8.2-ounce slim cans and, to a lesser extent, to sales of the Company's newly introduced DynaJuice(TM) and apple juice blends.

The increase in sales of functional drinks was attributable to the fact the Company only launched its functional energy drink in April 1997, and also to the fact that during the comparable period in 1997, the Company did not have any sales of the three new functional drinks which were only introduced in the first quarter of 1998. Portion of the sales of the three new functional drinks during the second quarter of 1998 were attributable to opening orders from distributors prior to their launching such products in their respective territories. Consequently, sales of the three new functional drinks during the second quarter of 1998 may not be indicative of sales that will be achieved in subsequent periods.

The increase in net sales and profitability in the second quarter of 1998 was partially offset by a slight decrease in sales of soda and lower sales of apple juice. For the second quarter of 1998, sales of Smoothies, iced teas lemonades and juice cocktails, were about the same as in the second quarter of 1997.

Results of Operations For The Three-Months Ended June 30, 1998 Compared to the Three-Months Ended June 30, 1997

Net Sales. For the three-months ended June 30, 1998, net sales were approximately $14.0 million, an increase of $2.5 million or 21.3% over the $11.5 million net sales for the three-months ended June 30, 1997. The increase in net sales was primarily attributable to increased sales of the Company's functional energy drink which was introduced in the second quarter of 1997, sales of the

Company's three new functional drinks which were introduced in the first quarter of 1998 and, to a lesser extent, sales of DynaJuice(TM) and apple juice blends. The increase in net sales was partially offset by decreased sales of soda and apple juice. Sales of Smoothies, iced teas lemonades and juice cocktails, were about the same as in the comparable period in 1997.

Gross Profit. Gross profit was $6.9 million for the three-months ended June 30, 1998, an increase of $2.2 million or 47.5% over the $4.7 million gross profit for the three-months ended June 30, 1997. Gross profit as a percentage of net sales increased to 49.8% for the three-months ended June 30, 1998 from 40.9% for the three-months ended June 30, 1997. The increase in gross profit was primarily attributable to increased net sales and higher margins achieved. The increase in gross profit as a percentage of net sales was primarily attributable to higher margins achieved as a result of a change in the Company's product mix.

Total Operating Expenses. Total operating expenses were $5.4 million for the three-months ended June 30, 1998, an increase of $1.4 million or 35.8% over total operating expenses of $4 million for the three-months ended June 30, 1997. Total operating expenses as a percentage of net sales increased to 38.5% for the three-months ended June 30, 1998 from 34.4% for the three-months ended June 30, 1997. The increase in total operating expenses was primarily attributable to increased selling, general and administrative expenses which was partially offset by a decrease in other expenses. The increase in total operating expenses as a percentage of net sales was primarily attributable to an increase in selling, general and administrative expenses and the comparatively smaller increase in net sales from the comparable period in 1997.

Selling, general and administrative expenses were $5.3 million for the three-months ended June 30, 1998, an increase of $1.5 million or 38.7% over selling, general and administrative expenses of $3.8 million for the three-months ended June 30, 1997. Selling, general and administrative expenses as a percentage of net sales increased to 37.9% for the three-months ended June 30, 1998 from 33.1% for the three-months ended June 30, 1997. The increase in selling expenses was primarily attributable to increases in promotional expenditures and allowances, costs of promotional materials, advertising and distribution costs. The increase in general and administrative expenses was primarily attributable to increased payroll and other costs in connection with the Company's expansion activities into additional states and operating activities to support the increase in net sales.

Other expenses were approximately $15,000 for the three months ended June 30, 1998 compared to $73,000 for the three months ended June 30, 1997. The decrease in other expenses was primarily attributable to the expiration of certain consulting agreements entered into in connection with the acquisition of the Hansen business. The decrease was partially offset by a new consulting agreement entered into with the former president of HBC in June 1997.

Operating Income. Operating income was $1,569,000 for the three-months ended June 30, 1998, an increase of $820,000 or 109.4% over operating income of $749,000 for the three- months ended June 30, 1997. Operating income as a percentage of net sales increased to 11.2% for the three-months ended June 30, 1998 from 6.5% in the comparable period in 1997. The increase in operating income was attributable to a $2.2 million increase in gross profit which was partially offset by an increase of $1.4 million in operating expenses.

Net Interest and Financing Expense. Net interest and financing expense was $103,000 for the three-months ended June 30, 1998, a decrease of $46,000 from net interest and financing expense of $149,000 for the three-months ended June 30, 1997. The decrease in net interest and financing expense was primarily attributable to the fact that during the three-months ended June 30, 1998, no amounts were outstanding on the Company's revolving line of credit, and the principal amounts outstanding on the Company's term loan were lower than during the comparable period in 1997. Interest income of $6,000 for the three-months ended June 30, 1998, as compared to no interest income during the comparable period in 1997, is included in net interest and financing expense.

Provision for Income Taxes. Provision for income taxes was $450,000, an increase of $412,000 over the provision for income taxes of $38,000 for the comparable period in 1997. During the first and second quarters of 1997, the provision for income taxes was reduced by a reduction in the valuation allowance which was applied against certain tax benefits. During the first and second quarters of 1998, the provision for income taxes was not reduced to the same extent as in 1997 as the valuation allowance was fully reduced during the first and second quarters of 1998.

Net Income. Net income was $1,016,000 for the three-months ended June 30, 1998, compared to net income of $563,000 for the three-months ended June 30, 1997. The $453,000 increase in net income consists of an increase in operating income of $820,000 and a decrease of $46,000 in net interest and financing expense which was partially offset by a $412,000 increase in provision for income taxes.

Results of Operations For The Six-months Ended June 30, 1998 Compared to The Six-months Ended June 30, 1997

Net Sales. For the six-months ended June 30, 1998, net sales were approximately $25.2 million, an increase of $6.6 million or 35.5% over the $18.6 million net sales for the six-months ended June 30, 1997. The increase in net sales was primarily attributable to increased sales of the Company's functional energy drink which was introduced in the second quarter of 1997 and sales of the Company's three new functional drinks which were introduced in the first quarter of 1998 and, to a lesser extent, to increased sales of Smoothies, soda, iced teas lemonades and juice cocktails, and sales of DynaJuice(TM) and apple juice blends. The increase in net sales was partially offset by decreased sales of apple juice.

Gross Profit. Gross profit was $12.6 million for the six-months ended June 30, 1998, an increase of $5 million or 66% over the $7.6 million gross profit for the six-months ended June 30, 1997. Gross profit as a percentage of net sales increased to 49.9% for the six-months ended June 30, 1998 from 40.8% for the six-months ended June 30, 1997. The increase in gross profit was primarily attributable to increased net sales and higher margins achieved. The increase in gross profit as a percentage of net sales was primarily attributable to higher margins achieved as a result of a change in the Company's product mix.

Total Operating Expenses. Total operating expenses were $9.7 million for the six-months ended June 30, 1998, an increase of $3.0 million or 45.6% over total operating expenses of $6.7 million for the six-months ended June 30, 1997. Total operating expenses as a percentage of net sales increased to 38.6% for the six-months ended June 30, 1998 from 35.9% for the six-months ended June 30, 1997. The increase in total operating expenses were primarily attributable to increased selling, general and administrative expenses which was partially offset by a decrease in other expenses. The increase in total operating expenses as a percentage of net sales was primarily attributable to the increase in operating expenses and the comparatively smaller increase in net sales from the comparable period in 1997.

Selling, general and administrative expenses were $9.6 million for the six-months ended June 30, 1998, an increase of $3.2 million or 49.5% over selling, general and administrative expenses of $6.4 million for the six-months ended June 30, 1997. Selling, general and administrative expenses as a percentage of net sales increased to 37.9% for the six-months ended June 30, 1998 from 34.4% for the comparable period in 1997. The increase in selling expenses was primarily attributable to increases in promotional expenditures and allowances, costs of promotional materials, advertising and distribution costs. The increase in general and administrative expenses was primarily attributable to increased payroll and other costs in connection with the Company's expansion activities into additional states and operating activities to support the increase in net sales.

Other expenses were approximately $30,000 for the six months ended June 30, 1998 compared to $147,000 for the three months ended June 30, 1997. The decrease in other expenses was primarily attributable to the expiration of certain consulting agreements entered into in connection with the acquisition of the Hansen business. The decrease was partially offset by a new consulting agreement entered into with the former president of HBC in June 1997.

Operating Income. Operating income was $2,853,000 for the six-months ended June 30, 1998, an increase of $1,956,000 or 218.0% over operating income of $897,000 for the six- months ended June 30, 1997. Operating income as a percentage of net sales increased to 11.3% for the six-months ended June 30, 1998 from 4.8% in the comparable period in 1997. The increase in operating income was attributable to a $5 million increase in gross profit which was partially offset by an increase of $3 million in operating expenses.

Net Interest and Financing Expense. Net interest and financing expense was $212,000 for the six-months ended June 30, 1998, a decrease of $61,000 from net interest and financing expense of $273,000 for the six-months ended June 30, 1997. The decrease in net interest and financing expense was attributable to the fact that during the six-months ended June 30, 1998, no amounts were outstanding on the Company's revolving line of credit and the principal amounts outstanding on the Company's term loan were lower than during the comparable period in 1997. Interest income of $7,000 for the six-months ended June 30, 1998, as compared to no interest income during the comparable period in 1997, is included in net interest and financing expense.

Provision for Income Taxes. Provision for income taxes was $920,000, an increase of $880,000 over the provision for income taxes of $40,000 for the comparable period in 1997. During the first and second quarters of 1997, the provision for income taxes was reduced by a reduction in the valuation allowance which was applied against certain tax benefits. During the first and second quarters of 1998, the provision for income taxes was not reduced to the same extent as in 1997 as the valuation allowance was fully reduced during the first and second quarters of 1998.

Net Income. Net income was $1,721,000 for the six-months ended June 30, 1998 compared to net income of $584,000 for the six-months ended June 30, 1997. The $1,137,000 increase in net income consists of an increase in operating income of $1,956,000 and a decrease of $61,000 in net interest and financing expenses which was partially offset by a $880,000 increase in provision for income taxes.

Liquidity and Capital Resources

As of June 30, 1998, the Company had working capital of $3,672,000 compared to working capital of $2,495,000 as of December 31, 1997. Net cash provided by operating activities increased to $2,340,000 for the six months ended June 30, 1998 as compared to $402,000 for the comparable period in 1997. The increase in working capital and net cash provided by operating activities was primarily attributable to net income earned after adjustments for certain noncash expenses, primarily amortization of trademark license and trademarks and depreciation and other amortization, during the six-months ended June 30, 1998.

Management believes that cash generated from operations and its cash resources and amounts available under HBC's revolving line of credit, will be sufficient to meet its operating cash requirements in the foreseeable future, including purchase commitments for raw materials, debt servicing, expansion and development needs as well as any purchases of capital assets or equipment.

Net cash used in investing activities increased to $336,000 for the six-months ended June 30, 1998 as compared to $254,000 for the comparable period in 1997. The increase in net cash used in investing activities was primarily attributable to purchases of property and equipment to support the Company's expansion and development plans. Although the Company has no current plans to incur any material capital expenditures, management, from time to time, considers the acquisition of capital equipment, particularly coolers and vans, and businesses compatible with the image of the Hansen's(R) brand as well as the introduction of new product lines. The Company may require additional capital resources in the event of any such transaction, depending upon the cash requirements relating thereto. Any such transaction will also be subject to the terms and restrictions of HBC's credit facilities.

Net cash used in financing activities increased to $252,000 for the six months ended June 30, 1998 as compared to net cash provided by financing activities of $20,000 for the comparable period in 1997. The increase in net cash used in financing activities was primarily attributable to the fact that during the six-months ended June 30, 1998, principal payments of $252,000 were made in reduction of HBC's term loan. As of June 30, 1998, the sum of $3,667,000 was outstanding under the term loan.

The revolving line of credit is renewable on September 1, 1998. HBC has received a written proposal from its bank to renew its revolving line of credit for a period of two years. In terms of such proposal, HBC's effective borrowing rate under the revolving line of credit would be reduced from prime plus 1% to prime plus 1/4%. The Company anticipates that such line will be renewed by this date; however, there can be no assurance that it will, in fact, be renewed or, if renewed, that the terms of such renewal will not be disadvantageous to HBC and its business.

Year 2000 Compliance

Many currently installed computer systems and software products are coded to accept only two digit entries in the date code field. These date code fields will need to accept four digit entries or be modified in some fashion to distinguish 21st century dates from 20th century dates. This problem could force computers to either shut down or provide incorrect data. As a result, in less than two years, computer systems and software used by many companies may need to be upgraded to comply with such "Year 2000" requirements. The Company has examined its internal computer systems and contacted its software providers to determine whether the Company's software applications are compliant with the Year 2000. While the Company believes that its internal systems are fully Year 2000 compliant, the Company intends to continue to review its internal systems for any problems as well as monitor its key customers and suppliers for any impact that the Year 2000 may have on their information systems which in turn could impact the Company. While it is difficult to quantify the total cost to the Company of the Year 2000 compliance activities, the Company does not expect the cost to be material.

Forward Looking Statements

Certain statements made in this Report, including certain statements made in this Management's Discussion and Analysis, contain "forward looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, regarding the expectations of management with respect to revenues, profitability, adequacy of funds from operations and the Company's existing credit facility, among other things.

Management cautions that these statements are qualified by their terms and/or important factors, many of which are outside of the control of the Company, that could cause actual results and events to differ materially from the statements made herein, including, but not limited to, the following: changes in consumer preferences, changes in demand that are weather related, particularly in areas outside of California, competitive pricing pressures, changes in the price of the raw materials for the Company's beverage products, the marketing efforts of the distributors of the Company's products, most of which distribute products that are competitive with the products of the Company, the introduction of new products, as well as unilateral decisions that may be made by grocery chain stores, specialty chain stores, club stores and other customers to discontinue carrying all or any of the Company's products that they are carrying at any time. Management further notes that the Company's plans and results may be affected by any change in the availability of the Company's credit facilities and the actions of its creditors.

Inflation

The Company does not believe that inflation has a significant impact on the Company's results of operations for the periods presented.

PART II - OTHER INFORMATION

Items 1 - 5. Not Applicable

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits - See Exhibit Index

(b) Reports on Form 8-K - None

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

HANSEN NATURAL CORPORATION
Registrant

Date: August 14, 1998

/s/ RODNEY C. SACKS
Rodney C. Sacks
Chairman of the Board
and Chief Executive Officer

Date: August 14, 1998

/s/ HILTON H. SCHLOSBERG
Hilton H. Schlosberg
Vice Chairman of the Board,
President, Chief Operating Officer,
Chief Financial Officer and Secretary

EXHIBIT INDEX

Exhibit 10 (ddd)	Warrant Agreement dated as of April 23, 1998 between Hansen Natural Corporation and Rick Dees
Exhibit 27	Financial Data Schedule

WARRANT AGREEMENT

This Warrant agreement (this "Agreement") is made as of April 23, 1998 by and between Hansen Natural Corporation, a Delaware corporation (the "Company"), and Rick Dees (the "Holder").

Preliminary Recitals

A Rick Dees is an international radio personality and talk show host and has been appointed to be an endorser of and a spokesman for the products of the Hansen Beverage Company, ("HBC"), the Company's wholly-owned subsidiary (the "Products"), pursuant to a certain written letter agreement entered into between the Hansen Beverage Company and the Holder (the "Representation Agreement").

B. As compensation to the Holder for the services to be rendered by him for and on behalf of the Company and to actively represent, promote and develop the Hansen's brand and products over the period of the Agreement, the Company desires to grant to the Holder a warrant to purchase up to 150,000 shares of common stock, par value $.005 per share, of the Company ("Common Stock"), on the terms and subject to the conditions set forth below.

NOW, THEREFORE, the Company and Holder agree as follows:

1. Grant of Warrant The Company hereby grants to Holder a warrant to purchase up to 150,000 shares of Common Stock at a purchase price of $2.50 per share.

2. Exercise Period The Warrant shall be exercisable during the period (the "Exercise Period") commencing on the respective dates provided for in Section 3 below and expiring on the earlier to occur of:

(x) one (1) year after the expiration or termination of the Representation Agreement and

(y) December 14, 2000.

3. Exercise of Warrant

(a) Subject to the other terms of this Agreement regarding the exercisability of the Warrant, the Warrant may be exercised during the Exercise Period in respect of the number of shares of Common Stock listed in Column A from and after the exercise dates listed opposite such number in Column B:

A Number of Shares	B Exercise Date
8,333	July 15, 1998
8,333	August 15, 1998
8,333	September 15, 1998
8,333	October 15, 1998
8,333	November 15, 1998
8,333	December 15, 1998
8,333	January 15, 1999
8,333	February 15, 1999
8,333	March 15, 1999
8,333	April 15, 1999
8,333	May, 15, 1999
8,333	June 15, 1999
8,333	July 15, 1999
8,333	August 15, 1999
8,333	September 15, 1999
8,333	October 15, 1999
8,333	November 15, 1999
8,339	December 15, 1999

(b) The Warrant vesting schedule set forth in paragraph (a) above shall in respect of each exercise date be subject to the Holder having actively promoted the Hansen's brand and products up to and including that date in accordance with the Representation Agreement.

(c) This Warrant may be exercised, to the extent exercisable by its terms, from time to time, in whole or in part, at any time prior to the expiration thereof. Any exercise shall be accompanied by written notice to the Company specifying the number of shares as to which this Warrant is being exercised, in the form attached to the Warrant Certificate. Notations of any partial exercise or installment exercise, shall be made by the Company and attached as a schedule hereto.

(d) The Company shall issue the Warrant Certificate or certificates evidencing the Warrant Shares within fifteen (15) days after receipt of such notice and payment as hereinafter provided.

4. Payment of Purchase Price Upon Exercise. At the time of any exercise of the Warrant the purchase price for the Warrant Shares shall be paid in full to the Company in either or any combination of the following ways:

(a) by check or other immediately available funds; or

(b) with property consisting of shares of Common Stock or by relinquishing a portion of the Warrant that is at that time exercisable, equal in value (determined as set forth below) to the exercise price for the Warrant Shares then purchased. The shares of Common Stock or the portion of the Warrant that Holder relinquishes shall be valued as of the date of exercise of the Warrant by the Holder, at the closing price, in the case of consideration consisting of shares, or at the excess of the closing price over $2.50 multiplied by number of shares subject to that portion of the Warrant that is being relinquished, in the case of a portion of the Warrant being relinquished. For example, if a Holder exercises the Warrant for 300 shares for a total exercise price of $750.00 and the closing price is $5.00, the Holder may pay for the 300 Warrant Shares by delivering 150 shares of Common Stock to the Company or by relinquishing his right to exercise the Warrant for an additional 300 shares that are subject to the Warrant and are then exercisable.

For the purpose of this Agreement, the term "closing price" means, with respect to the Company's Common Stock, the last sale price regular way or, in case no such sales take place on such date, the average of the closing and asked prices regular way on the principal national securities exchange on which the Common Stock is listed or admitted to trading; or if the Common Stock is not then listed or admitted to trading on any national securities exchange, the last sale price of the Common Stock on the consolidated transaction reporting system of the National Association of Securities Dealers Inc. ("NASD"), if such last sale information is reported on such system or, if not so reported, the average of the closing bid and asked prices of the Common Stock on the National Association of Securities Dealers Automated Quotation System ("NASDAQ") or any comparable system or, if the securities are not listed on NASDAQ or a comparable system, the average of the closing bid and asked prices as furnished by two members of the NASD selected from time to time by the Company for that purpose.

5. Purchase for Investment; Resale Restrictions. (a) The Holder hereby represents, and each assignee of Holder as a condition to transfer shall represent, that he is acquiring or will acquire the Warrant and the Warrant Shares for his own account, for investment only with no present intention of distributing or reselling such securities or any part thereof. Unless at the time of the acquisition of the Warrant or the exercise of the Warrant, as the case may be, there shall be, in the opinion of counsel for the Company, a valid and effective registration statement under the Securities Act 1933 ("1933 Act") and appropriate qualification and registration under applicable state securities laws relating to the Warrant or the Warrant Shares, as the case may be, the Holder shall, prior to the assignment of the Warrant or upon exercise of the Warrant or any portion thereof, as the case may be, give a representation that he is acquiring such Warrant or Warrant Shares, as the case may be, for his own account, only for investment and not with the view to the resale or distribution of any of such securities. In the absence of such registration statement, the Holder shall execute a written affirmation, in form reasonably satisfactory to the Company, of such investment intent. The Holder further agrees that he will not sell or transfer the Warrant or any Warrant Shares, as the case may be, until he requests and receives an opinion from the Company's counsel, or other counsel reasonably satisfactory to the Company, to the effect that such proposed sale or transfer will not result in a violation of the 1933 Act or a registration statement covering the sale or transfer of the Warrant or Warrant Shares, as the case may be, has been declared effective by the Securities and Exchange Commission ("SEC"), or he obtains a no action letter from the SEC with respect to the proposed transfer. There shall be stamped on the certificate(s) representing the Warrant or Warrant Shares, as the case may be, an appropriate legend giving notice of the acquisition of such Warrant or Warrant Shares, as the case may be, for investment and the restriction on their transfer by reason

thereof.

6. Adjustments. In the event of any change in the outstanding Common Stock of the Company by reason of any stock recapitalization, merger, consolidation, combination or exchange of shares, the kind of shares subject to the Warrant and/or their purchase price per share and/or the number of shares shall be appropriately adjusted consistent with such change in such manner as the Board of Directors of the Company may deem equitable in their reasonable discretion. In the event of a stock dividend or stock split, the kind of shares, the purchase price per share and number of shares shall be appropriately adjusted, consistent with such change in such manner as the Board of Directors may deem equitable in their reasonable discretion.

7. No Rights of Stockholder. The Holder shall have no rights as a stockholder with respect to any Warrant Shares prior to the date of purchase thereof and issuance to him of a certificate or certificates for such shares.

8. No Right to Continue Representation Agreement. This Agreement shall not confer on the Holder or Licensee any rights with respect to continuance of the Representation Agreement nor shall it interfere in any way with the rights of any of the parties to terminate the Representation Agreement at any time.

9. Compliance With Law and Regulations. This Agreement and the obligation of the Company to sell and deliver the Warrant and the Warrant Shares shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. If, at any time, the Board of Directors of the Company shall determine that (a) the listing, registration or qualification of the Warrant Shares upon any securities exchange or under any state or federal law or (b) the consent or approval of any government regulatory body, is necessary or desirable as a condition to, or in connection with, the offer, sale and issuance of the Warrant Shares, the Warrant shall not be exercised by the Holder in whole or in part unless such listing, registration, qualification, consent, approval or agreement shall have been effected or obtained, free of any conditions not acceptable to the Board of Directors of the Company, acting reasonably.

10. Tax Withholding Requirements. The Company shall have the right to require the Holder to remit to the Company an amount sufficient to satisfy any federal, state or local withholding or other tax requirements applicable to the sale of the Warrant or the issuance and sale of the Warrant Shares prior to the delivery of any Warrant Certificate or Certificates for the Warrant Shares.

11. Change of Control. Notwithstanding anything herein to the contrary upon the occurrence of a change in control then provided that Holder is not in breach of any of the provisions of the Representation Agreement and the Representation Agreement is of full force and effect at that time, Holder shall have the right to elect to terminate the Representation Agreement and in that event fifty percent (50%) of the remaining shares subject to this Warrant which have not yet vested in the Holder in terms of 3(a) above shall thereupon immediately vest in him and the balance shall fall way and the Exercise Period shall expire one (1) year after the date of such election. Consequently, at any time prior to the expiration of the Exercise Period Holder shall be entitled to exercise this Warrant in respect of that number of Warrant Shares that shall have vested in the Holder prior thereto together with that number of Warrant Shares that shall automatically vest in him upon such termination, in accordance with the provisions of this agreement. In exercising his right to elect to terminate the Representation Agreement in terms of this paragraph, Holder shall be obliged to act reasonably in the circumstances existing at that time. For the purposes of this agreement "change in control" means

A. The acquisition of "beneficial ownership" by any person (as defined in rule 13(d) - 3 under the Securities Exchange Act 1934), corporation or other entity other than Hansen or a wholly owned subsidiary of Hansen of forty percent (40%) or more of the outstanding stock,

B. the sale or disposition of substantially all of the assets of Hansen.

12. Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional shares of stock shall be issued upon the exercise of this Warrant and the company shall not be under any obligation to compensate the Holder in any way for such fractional shares.

13. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or

invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts taken together will constitute one and the same Agreement.

15. Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement and shall not be used in the interpretation hereof.

16. Successors and Assigns. This Agreement shall be binding upon any and all successors and assigns of the parties.

17. Amendments. This Agreement may not be modified, amended, altered, or supplemented except upon the execution and delivery of a written agreement executed by Holder and the Company.

18. Governing Law. This Agreement shall be construed according to the laws of the State of Delaware without giving effect to the conflict of law provisions thereof, and all provisions hereof shall be administered according to and its validity shall be determined under, the laws of such state, except where preempted by federal laws.

19. Notices. Any notice or other required or permitted communication hereunder shall be in writing directed as follows:

(a) If to the Company to:

Hansen Natural Corporation
2380 Railroad, Suite 650
Corona, California 91720
Attention, Chairman

with copies to:

Whitman Breed Abbott & Morgan
200 Park Avenue
New York, New York 10166
Attention, Benjamin M. Polk, Esq.

(b) If to the Holder;

c/o Edward White
Edward White & Company, LLP
21700 Oxnard, Suite 400
Woodland Hills, CA 91367

All notices shall be deemed duly given and received on the date of actual receipt if delivered in person or by facsimile and on the fifth day next succeeding the date of mailing if sent by U.S. mail.

20. No Third Party Beneficiaries. The rights, benefits, releases and obligations set forth herein are solely for the benefit of the parties and, except as expressly provided herein, no third party shall have any rights hereunder.

21. If, at any time prior to the expiration of a period of one (1) year after the date on which this option is exercised by Holder the Company proposes to file a registration statement under the 1933 Act with respect to an offering by the Company for its own account of its shares of common stock (other than a registration statement on Form S4 or S8 (or any substitute form that may be adopted by the SEC) or a registration statement filed in connection with an exchange offering of securities solely to the Company's existing security holders), then the Company shall give written notice of such proposed filing to Holder as soon as practicable (but in no event less than 20 days before the anticipated filing date) and such notice shall offer the Holder the opportunity to register the Warrant and/or the Warrant Shares, as the case may be, provided the Holder requests such registration within 10 days of receipt of such notice (which request shall specify the Warrant and/or number of Warrant Shares intended to be disposed of by Holder and the intended method of distribution thereof) (a "Piggy Back" Registration). The Company shall, or in an underwritten offering shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Warrant and/or the Warrant Shares requested to be included in a Piggy Back Registration to be

included on the same terms and conditions as any similar securities of the Company included therein and to permit the sale or other disposition of such Warrant and/or Warrant Shares in accordance with the intended method of distribution thereof as specified by the Holder by written notice given in accordance with the terms hereof. The Company may withdraw a Piggy Back Registration at any time prior to the time it becomes effective. Notwithstanding anything contained herein, if the managing Underwriter or Underwriters of an offering described above determines, in good faith, that the size of the offering that the Company, the Holder and any other persons intend to make is such that the success of the offering would be adversely affected by the inclusion of the Warrant and/or Warrant Shares requested to be included, then, if securities are being offered for the account of other persons as well as the Company, the securities the Company seeks to include shall have priority however securities sought to be included by any other person (including the Holder) and, with respect to the securities intended to be offered by Holder, the proportion by which the amount of such class of securities intended to be offered by Holder is reduced shall not exceed the proportion by which the amount of such class of securities intended to be offered by such other persons is reduced (it being understood that with respect to the Holder and third parties such reduction may be all of such class of securities). The Holder undertakes to do all such things and sign all such documents and provide all such information as may be required by the Company to prepare the appropriate Registration Statement and Prospectus and which may be reasonably required to facilitate the disposition of the Warrant and/or Warrant Shares.

22. This Agreement is conditional upon and subject to the Board of Directors of the Company ratifying this Agreement on or before June 20, 1998.

23. The Company represents and warrants that it is not aware of any existing federal or state law or governmental or regulatory agency requirement that would limit the ability of the Company to issue the Warrants contemplated herein in terms of this Agreement or the Holders ability to exercise such warrants. The Company undertakes to take reasonable steps to ensure that it remains in compliance with any and all such federal and state rules, regulations and laws.

24. Any disagreement, dispute or claim arising out of or relating to this agreement or the breach or termination hereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree that in rendering an award the arbitrator shall have no jurisdiction to consider evidence with respect to or to render any award or judgement for punitive or exemplary damages or any other amount awarded for the purposes of imposing a penalty. The parties specifically waive any claims for punitive or exemplary damages or any other amount awarded for the purposes of imposing a penalty, that arise out of or are related to this Agreement or the conduct of the parties in connection with this Agreement. The arbitrator shall have the power to award reasonable attorney's fees.

IN WITNESS WHEREOF the parties have executed this Agreement as the date first written above.

HANSEN NATURAL CORPORATION

By:
Name: Rodney C. Sacks
Title: Chairman and Chief
Executive Officer

HOLDER

By:
Name:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAW OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT OR SUCH LAWS.

HANSEN NATURAL CORPORATION

WARRANT TO PURCHASE SHARES OF COMMON STOCK

The Transferability of this Warrant is restricted as set forth in the related Warrant Agreement, a copy of which may be obtained from the Company at its principal office.

No. DIP-_______ Up to 150,000 SHARES

THIS CERTIFIES THAT for value received Rick Dees (the "Holder") or registered assigns is the owner of a Warrant to purchase during the period expiring no later than 5:00 p.m. New York time on December 14, 2000 (subject to earlier expiration as provided in the Warrant Agreement between the Company and the Holder, the "Warrant Agreement"), the number of fully paid and non-assessable shares of Common Stock, $.005 par value per share, of Hansen Natural Corporation, a Delaware corporation (hereinafter called the "Company"), specified above upon payment of the Warrant Price (as defined below); provided, however, that, as set forth in the Warrant Agreement, the right to purchase the number of shares of the Company's Common Stock set forth above shall vest and become exercisable only in accordance with the schedule set forth in the Warrant Agreement and may in addition be reduced in the circumstances described therein.

In addition to the foregoing, as provided in the Warrant Agreement, certain adjustments may be made in the discretion of the Board of Directors of the Company in the number of shares of Common Stock issuable upon exercise of this Warrant in the event of the change in the number of shares of Common Stock of the Company outstanding by reason a stock split, combination of stock or stock dividend in such manner as the Board of Directors may deem equitable.

The warrant price per share (hereinafter called the "Warrant Price") shall be $2.50. As provided in the Warrant Agreement, the Warrant Price is payable upon the exercise of this Warrant, either in cash by check or other immediately available funds or in shares of Common Stock or by relinquishing a portion of this Warrant.

Upon the exercise of this Warrant, the form of election to purchase attached hereto must be properly completed and executed and surrendered to the Company or its transfer agent. In the event that this Warrant is exercised in respect of fewer than all of such shares, a new Warrant for the remaining number of such shares, substantially in the form hereof, will be issued on such surrender.

This Warrant is issued under, and the rights represented hereby are subject to, the terms and provisions contained in the Warrant Agreement. By acceptance of an assignment of this Warrant any assignee agrees and assents to all the terms and provisions of the Warrant Agreement. Reference is hereby made to terms and conditions of the Warrant Agreement for a more complete statement of the rights and limitations of rights of the registered holder hereof and the rights and obligations of the Company thereunder, which terms and conditions are incorporated herein by reference. Copies of the Warrant Agreement are on file at the principal office of the Company.

The Company shall not be required upon the exercise of this Warrant to issue fractions of shares.

This Warrant is transferable at the office of the Company (or of its transfer agent) by the registered holder hereof in person or by attorney duly authorized in writing, but only in the manner and subject to the limitations provided in the Warrant Agreement, and upon surrender of this Warrant and the payment of any transfer taxes. Upon any such transfer, a new Warrant, or new Warrants of different denominations, of like tenor and representing in the aggregate the right to purchase a like number of shares of Common Stock will be issued to the transferee in exchange for this Warrant.

This Warrant when surrendered at the office of the Company (or of its transfer agent) by the registered holder hereof, in person or by attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement for another Warrant, or other Warrants of different denominations, of like tenor and representing in the aggregate the right to purchase a like number of shares of Common Stock.

If this Warrant shall be surrendered for exercise within any period during which the transfer books for shares of the Common Stock of the Company or other securities purchasable upon the exercise of this Warrant are closed for any purpose, the Company shall not be required to make delivery of certificates for the securities purchasable upon such exercise until the date of the reopening of said transfer books.

The Holder this Warrant shall not be entitled to any of the rights of a stockholder of the Company prior to the exercise hereof.

PURCHASE FORM

Dated _______________, 19__

The undersigned hereby irrevocably elects to exercise the within Warrant to the extent of purchasing __________ shares of Common Stock and hereby makes payment by [check or other immediately available funds totaling $_______] [delivery of shares of Common Stock having a value (as calculated pursuant to paragraph 4(b) of the Warrant Agreement) of [$__________]] [relinquishing a portion of the within Warrant having a value calculated in accordance with paragraph 4(b) of the Warrant Agreement of $ ___________] (delete inapplicable phrase) in payment of the actual exercise price thereof.

INSTRUCTIONS FOR REGISTRATION OF STOCK

Name____
(Please typewrite or print in block letters)

Address____

Signature____

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name____
(Please typewrite or print in block letters)

Address____

the right to purchase Common Stock represented by this Warrant to the extent of ________ shares as to which such right is exercisable and does hereby irrevocably constitute and appoint _______________, Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date________________, 19__

Signature____

<ARTICLE> 5

<LEGEND>
THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE CONSOLIDATED BALANCE SHEETS AND CONSOLIDATED STATEMENTS OF OPERATIONS FOUND ON PAGES 3 AND 4 OF THE COMPANY'S FORM 10-Q FOR THE YEAR-TO-DATE AND IS QUALIFIED IN ITS ENTIRETY TO SUCH FINANCIAL STATEMENTS.
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<CIK> 000865752

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