

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tropical Smoothie Cafe, LLC		08/16/2012	LIMITED LIABILITY COMPANY: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	SMS Lender Agent, LLC
<b>Street Address:</b>	3575 Piedmont Road, Building 15, Suite 730
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30305
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3287599	EAT BETTER. FEEL BETTER.
Registration Number:	3517255	EAT BETTER. FEEL BETTER.
Registration Number:	3613114	NATIONAL FLIP FLOP DAY
Registration Number:	3524696	SPLENDID SMOOTHIES
Registration Number:	2103370	TROPICAL SMOOTHIE
Registration Number:	2892598	TROPICAL SMOOTHIE CAFÉ
Registration Number:	2763722	TROPICAL SMOOTHIE CAFE
Registration Number:	2918995	TROPICAL SMOOTHIE CAFÉ
Serial Number:	85031760	NATIONAL SMOOTHIE DAY
Serial Number:	85604771	TROPICAL SMOOTHIE CAFÉ
Serial Number:	85604770	TROPICAL SMOOTHIE CAFÉ
Serial Number:	85667200	TROPICAL TACOS

**CORRESPONDENCE DATA**

Fax Number: 4043226084

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 404-322-6179

Email: christina.allen@nelsonmullins.com

Correspondent Name: Christina Allen

Address Line 1: 201 17th Street, Suite 1700

Address Line 4: Atlanta, GEORGIA 30363

NAME OF SUBMITTER:	Roger Mitchell
Signature:	/Roger Mitchell/
Date:	08/16/2012

**Total Attachments: 5**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2012, made by TROPICAL SMOOTHIE CAFÉ, LLC, a Georgia limited liability company (the “**Grantor**”) in favor of SMS LENDER AGENT, LLC, a Georgia limited liability company, as Agent (in such capacity, the “**Agent**”) for the Lenders referred to below.

### INTRODUCTION

Tropical Smoothie Franchise Development Corporation, a Florida corporation (the “**Prior Borrower**”), the Lenders and the Agent were parties to that certain Senior Credit Agreement dated as of October 27, 2011 (as amended prior to the date hereof, the “**Existing Credit Agreement**”).

The Prior Borrower and the Agent are parties to that certain Trademark Security Agreement dated as of October 27, 2011 (as amended prior to the date hereof, the “**Existing Trademark Security Agreement**”).

Pursuant to that certain Assignment and Assumption dated as of the date hereof (the “**Assumption Agreement**”) by and among the Prior Borrower, the Grantor, Eric D. Jenrich, David W. Walker, the Lenders and the Agent, among other things, the Grantor agreed to assume obligations of the Prior Borrower under the Existing Credit Agreement and the Agent and the Lenders consented thereto and agreed to release the Prior Borrower from its obligations under the Existing Credit Agreement;

In connection with the Assumption Agreement, and contemporaneously therewith, the Grantor, Lenders and the Agent desire to amend and restate the terms of the Existing Credit Agreement as set forth in that certain Amended and Restated Credit Agreement dated of the date hereof (as amended from time to time, the “**Credit Agreement**”).

The Grantor will execute an Amended and Restated Security Agreement (the “**Security Agreement**”) dated as of the date hereof in favor of the Agent, for the benefit of the Secured Parties, to secure the Obligations.

In connection with the amendment and restatement of the Existing Credit Agreement, the parties hereto desire to amend and restate the Existing Trademark Security Agreement in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to extend the financial accommodations contemplated by the Credit Agreement, the Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

#### Section 1. DEFINED TERMS.

Secured Parties. The collective reference to the Agent and the Lenders.

Trademark License. Any agreement providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

Trademarks. (i) All registered trademarks, trade names, trade dress, service marks and other source or business identifiers including, without limitation, word marks, design marks and other types of marks, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all extensions or renewals thereof.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

Section 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

- (a) all of its Trademarks;
- (b) all of its Trademark Licenses;
- (c) all renewals or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. SECURITY AGREEMENT. The security interests granted pursuant to this Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on Next Pages]



ACCEPTED AND ACKNOWLEDGED BY:

SMS LENDER AGENT, LLC, as Agent

By: [Signature]  
Name: H. Scott Pressly  
Title: Manager

ACKNOWLEDGMENT OF THE AGENT

STATE OF Georgia )  
 ) ss.  
COUNTY OF Fulton )

On this 13 day of August, 2012 before me personally appeared H. Scott Pressly, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SMS LENDER AGENT, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]  
Notary Public

S. Abramski  
Notary Public, Cobb County State of GA.  
My Commission Expires 10-02-12

SCHEDULE I

TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Mark	Filing Date	App. No./Reg. No.
Canada	Tropical Smoothie Café and Design	03-Jul-2002 28-Sep-2005	1145814 TMA649181
India	Eat Better. Feel Better.	15-Jan-2007	01523724
India	Tropical Smoothie	15-Jan-2007	01523727
India	Tropical Smoothie Café	15-Jan-2007	01523725
India	Tropical Smoothie Café and Design	15-Jan-2007	01523726
USA	Eat Better. Feel Better.	22-Nov-2006 04-Sep-2007	77/050119 3287599
USA	Eat Better. Feel Better. and Design	27-Mar-2007 14-Oct-2008	77/141571 3517255
USA	National Flip Flop Day	09-Jul-2007 28-Apr-2009	77/224824 3613114
USA	Splendid Smoothies	22-Nov-2006 28-Oct-2008	77/050012 3524696
USA	Tropical Smoothie	15-Oct-1996 07-Oct-1997	75/181290 2103370
USA	Tropical Smoothie Café'	27-Jan-2003 12-Oct-2004	76/485193 2892598
USA	Tropical Smoothie Café and Design (Black & White)	13-Jun-2002 16-Sep-2003	76/420094 2763722
USA	Tropical Smoothie Cafe and Design (Color)	18-Nov-2003 18-Jun-2005	78/329739 2918995
USA	National Smoothie Day	06-May-2010	85/031760
USA	Tropical Smoothie Café (Curved Stylized)	22-Apr-2012	85/604,771
USA	Tropical Smoothie Café (Straight Stylized)	22-Apr-2012	85/604,770
USA	Tropical Tacos	02-Jul-2012	85/667,200