

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADVANCED FOOD CONCEPTS, INCORPORATED		07/31/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	THE NORTHERN TRUST COMPANY
Street Address:	580 California Street
Internal Address:	18th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	Illinois banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4150208	GU
Registration Number:	4157875	GU
Registration Number:	3732541	GU
Registration Number:	4169034	GU
Registration Number:	4150695	GU BREW
Registration Number:	3904854	GU CHOMPS
Registration Number:	3779086	GU CHOMPS
Registration Number:	3542876	GU ENERGY GEL
Registration Number:	3495529	GU20 SPORTS DRINK
Registration Number:	3636337	ROCTANE
Registration Number:	4176745	ROCTANE

CORRESPONDENCE DATA

Fax Number: 8585506420

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

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	310496-104 AFC
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	08/02/2013

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 31, 2013 by and between THE NORTHERN TRUST COMPANY, an Illinois banking corporation ("Bank") and ADVANCED FOOD CONCEPTS INCORPORATED, a California corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights as to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, including by facsimile, PDF or other form of electronic signature, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

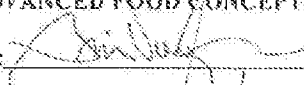
**GRANTOR:**

Address of Grantor:

1609 4<sup>th</sup> Street  
Berkeley CA 94710

Attn: Tal Johnson  
Brian Vaughan  
Michael Littleton

**ADVANCED FOOD CONCEPTS, INCORPORATED**

By: 

Title: CHAIRMAN / CEO

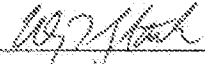
**BANK:**

Address of Bank:

580 California Street, 18<sup>th</sup> Floor  
San Francisco, CA 94104

Attn:

**THE NORTHERN TRUST COMPANY**

By: 

Title: VICE PRESIDENT

**EXHIBIT A**

**Copyrights**

**Description**

**Registration  
Number**

**Registration Date**

1152215 v2/HN

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
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EXHIBIT C

Trademarks

Advanced Food Concepts, Inc.  
U.S. Trademark Registrations

Mark	Registration No.	Registration Date
GU	4,150,208	05/29/2012
GU	4,157,875	06/12/2012
GU & Starburst Design	3,732,541	12/29/2009
GU & Starburst Design	4,169,034	07/03/2012
GU BREW	4,150,695	05/29/2012
GU CHOMPS	3,904,854	01/11/2011
GU CHOMPS & Starburst Design	3,779,086	04/20/2010
GU ENERGY GEL	3,542,876	12/09/2008
GU20 SPORTS DRINK	3,495,529	09/02/2008
ROCTANE	3,636,337	06/09/2009
ROCTANE	4,176,745	07/17/2012

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