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
TREE OF LIFE, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
KEHE DISTRIBUTORS, LLC		08/06/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn Street, Mailcode IL1-1454
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60605
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	0609425	LION CROSS
Registration Number:	0992089	BONAVITA
Registration Number:	1253107	TREE OF LIFE
Registration Number:	1171499	TREE OF LIFE
Registration Number:	1338308	HEALTHY VALUES
Registration Number:	1586991	LION CROSS
Registration Number:	1663520	ESCULENT
Registration Number:	1559965	TREE OF LIFE
Registration Number:	1559979	TREE OF LIFE
Registration Number:	1669605	VENECIA
Registration Number:	1710896	HEALTHY
Registration Number:	1856349	HARVEST MOON

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Registration Number:	1758011	GOURMET AWARD
Registration Number:	1823021	COOKIE LOVER'S
Registration Number:	1786938	YOGAFECTION
Registration Number:	1869817	MENDOCINO PASTA CO.
Registration Number:	1875432	MENDOCINO PASTA CO.
Registration Number:	1970637	ONE POT COFFEE
Registration Number:	2030803	READY GROUND
Registration Number:	2466173	SOY WONDER
Registration Number:	2348865	BAKER'S ROW
Registration Number:	2659269	CANOPY
Registration Number:	2749712	THE SOURCE!
Registration Number:	2686270	THE SOURCE!
Registration Number:	3397829	SMART ASSORTMENT A TREE OF LIFE PROGRAM
Registration Number:	4364935	SUNSHINE ACRES
Registration Number:	3780010	TERRA SUMMA
Registration Number:	3858336	SAGE VALLEY
Registration Number:	2968183	RIGHT FROM THE OVEN
Registration Number:	2976215	TREE OF LIFE
Registration Number:	2989504	TREE OF LIFE
Registration Number:	3336056	SMART ASSORTMENT
Registration Number:	3337117	ORGANIC AND PURE
Registration Number:	4106232	SAGE VALLEY
Registration Number:	1567367	EUROPEAN ROYALTY
Registration Number:	1629591	LIBERTY RICHTER
Registration Number:	1693436	TWIN MOUNTAIN
Registration Number:	3252880	KEHE FOOD DISTRIBUTORS
Registration Number:	3545228	EURO KITCHENS
Registration Number:	2239428	SIMPLY GRAND
Registration Number:	3551185	CHOCOBLENZ
Registration Number:	3679009	ORGANIC & PURE
Registration Number:	3346285	NATURAL AND PURE
Registration Number:	3704463	BRINGING CATEGORIES TO LIFE
Serial Number:	85919118	WE MAKE ON TREND EASY
Serial Number:	85919101	KEHE ON TREND
Serial Number:	85919078	ON TREND

	85485934	LENS A KEHE SOLUTION
Serial Number:	85844688	KEHE DISTRIBUTORS
Serial Number:	85896123	PLENTIFUL PLANET BRANDS
Serial Number:	86014657	PLENTIFUL PLANET BRANDS
Serial Number:	85972087	KEHECONNECT
Serial Number:	85963362	KEHE
Serial Number:	85963095	KEHE
Serial Number:	85441051	PLENTIFUL PLANET
Serial Number:	85435410	KENDALL ROSE
Serial Number:	85435430	HARMONY FARMS

CORRESPONDENCE DATA

Fax Number: 3129939767

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

Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	035909-0037
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	08/06/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 6, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (each a **"Grantor"** and collectively, the **"Grantors"**) in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantors are party to a U.S. Pledge and Security Agreement dated as of August 6, 2013 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

> all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KEHE DISTRIBUTORS, LLC

By: _____
Name: Christopher Meyers
Title: Secretary

TREE OF LIFE, LLC

By: _____
Name: Christopher Meyers
Title: President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: Patrick Fravel
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Tree of Life, LLC	LION CROSS	July 26, 1955	609425
Tree of Life, LLC	BONAVITA	August 27, 1974	992089
Tree of Life, LLC	TREE OF LIFE	October 4, 1983	1253107
Tree of Life, LLC	TREE OF LIFE	September 29, 1981	1171499
Tree of Life, LLC	HEALTHY VALUES	May 28, 1985	1338308
Tree of Life, LLC	LION CROSS	December 28, 1988	1586991
Tree of Life, LLC	ESCULENT	November 5, 1991	1663520
Tree of Life, LLC	TREE OF LIFE	October 10, 1989	1559965
Tree of Life, LLC	TREE OF LIFE	October 10, 1989	1559979
Tree of Life, LLC	VENECIA	December 24, 1991	1669605
Tree of Life, LLC	HEALTHY	August 25, 1992	1710896
Tree of Life, LLC	HARVEST MOON	May 16, 1991	1856349
Tree of Life, LLC	GOURMET AWARD	March 16, 1993	1758011
Tree of Life, LLC	COOKIE LOVER'S	February 22, 1994	1823021
Tree of Life, LLC	YOGAFECTION	August 10, 1993	1786938
Tree of Life, LLC	MENDOCINO PASTA CO.	December 27, 1994	1869817
Tree of Life, LLC	MENDOCINO PASTA CO.	January 24, 1995	1875432
Tree of Life, LLC	ONE POT COFFEE	April 23, 1996	1970637
Tree of Life, LLC	READY GROUND	January 14, 1997	2030803
Tree of Life, LLC	SOY WONDER	July 3, 2001	2466173
Tree of Life, LLC	BAKER'S ROW	May 9, 2000	2348865
Tree of Life, LLC	CANOPY	December 10, 2002	2659269
Tree of Life, LLC	THE SOURCE!	August 12, 2003	2749712
Tree of Life, LLC	THE SOURCE!	February 11, 2003	2686270
Tree of Life, LLC	SMART ASSORTMENT A TREE OF LIFE PROGRAM	March 18, 2008	3397829
Tree of Life, LLC	SUNSHINE ACRES	July 9, 2013	4364935
Tree of Life, LLC	TERRA SUMMA	April 27, 2010	3780010
Tree of Life, LLC	SAGE VALLEY	October 5, 2010	3858336
Tree of Life, LLC	RIGHT FROM THE OVEN	July 12, 2005	2968183
Tree of Life, LLC	TREE OF LIFE	July 26, 2005	2976215
Tree of Life, LLC	TREE OF LIFE	August 30, 2005	2989504
Tree of Life, LLC	SMART ASSORTMENT	November 13, 2007	3336056

Tree of Life, LLC	ORGANIC AND PURE	November 13, 2007	3337117
Tree of Life, LLC	SAGE VALLEY	February 28, 2012	4106232
KeHE Distributor, LLC	PLENTIFUL PLANET	-	ALLOWANCE EXTENSION
Tree of Life, LLC	ALPENHORN	May 12, 1972	183,164
Tree of Life, LLC	ALPENHORN & Design	January 21, 1972	180,765
Tree of Life, LLC	ASHCO & Design	August 4, 1972	184,714
Tree of Life, LLC	ASHCO BRAND	July 28, 1972	184,616
Tree of Life, LLC	ASHLEY KOFFMAN	October 23, 1987	333,373
Tree of Life, LLC	CANDY PLUS	December 27, 1985	309,838
Tree of Life, LLC	CHERRY PLUS	December 27, 1985	309,837
Tree of Life, LLC	COCOFECTION	July 27, 1990	371,244
Tree of Life, LLC	DANISH GROVE	November 19, 1996	466,099
Tree of Life, LLC	EL SPLENDITO	February 26, 1993	408,609
Tree of Life, LLC	MEDDO BELLE	December 6, 1985	308,970
Tree of Life, LLC	MEDDO BELLE SELECTED CUT & Design	April 18, 1986	313,464
Tree of Life, LLC	PINATA	September 8, 1989	360,084
Tree of Life, LLC	RED RIDINGHOOD & DESIGN	November 17, 1995	450,123
Tree of Life, LLC	RICE AMAZING	August 23, 2001	550,107
Tree of Life, LLC	SOY AMAZING	January 27, 1998	488,369
Tree of Life, LLC	SOYA MELT	September 20, 1999	516,490
Tree of Life, LLC	SUPERCHEF	April 16, 1987	326,534
Tree of Life, LLC	EUROPEAN ROYALTY	November 21, 1989	1567367
Tree of Life, LLC	LIBERTY RICHTER	December 25, 1990	1629591
Tree of Life, LLC	TWIN MOUNTAIN	June 9, 1992	1693436
Tree of Life, LLC	SMART ASSORTMENT	November 13, 2007	3336056
Kehe Distributors, LLC	KEHE FOOD DISTRIBUTORS	June 19, 2007	3252880
Kehe Distributors, LLC	EURO KITCHENS	December 9, 2008	3545228
Kehe Distributors, LLC	SIMPLY GRAND	April 13, 1999	2239428
Kehe Distributors, LLC	CHOCOBLENZ	December 23, 2008	3551185
Kehe Distributors, LLC	ORGANIC & PURE	September 8, 2009	3679009
Kehe Distributors, LLC	NATURAL & PURE	November 27, 2007	3346285
Kehe Distributors, LLC	BRINGING CATEGORIES TO LIFE	November 3, 2009	3704463

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Kehe Distributors, LLC	WE MAKE ON TREND EASY	April 30, 2013	85-919118
Kehe Distributors, LLC	KEHE ON TREND	April 30, 2013	85-919101
Kehe Distributors, LLC	ON TREND	April 30, 2013	85-919078
Kehe Distributors, LLC	LENS A KEHE SOLUTION	December 2, 2011	85-485934
Kehe Distributors, LLC	KEHE DISTRIBUTORS	February 8, 2013	85-844688
Kehe Distributors, LLC	PLENTIFUL PLANET BRANDS	April 5, 2013	85-896123
Kehe Distributors, LLC	KEHE DISTRIBUTORS	February 16, 2013	12172029
Kehe Distributors, LLC	KEHE DISTRIBUTORS	February 18, 2013	T1302333E
Kehe Distributors, LLC	KEHE (deserving celebration in Chinese characters)	March 4, 2013	12211426
Kehe Distributors, LLC	KEHE DISTRIBUTORS	February 18, 2013	102008474
Plentiful Planet Brands, LLC	PLENTIFUL PLANET BRANDS	July 19, 2013	86014657
Kehe Distributors, LLC	KEHECONNECT	June 27, 2013	85972087
Kehe Distributors, LLC	KEHE	June 18, 2013	85963362
Kehe Distributors, LLC	KEHE	June 18, 2013	85963095
Tree of Life, LLC	PLENTIFUL PLANET	March 13, 2012	85441051
Tree of Life, LLC	KENDALL ROSE	September 29, 2011	85435410
Tree of Life, LLC	HARMONY FARMS	September 29, 2011	85435430