

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
TROPICAL SMOOTHIE CAFE, LLC		10/28/2013	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	SMS LENDER AGENT, LLC
Street Address:	3575 PIEDMONT ROAD
Internal Address:	BUILDING 15, SUITE 730
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77050119	EAT BETTER. FEEL BETTER.
Serial Number:	77141571	EAT BETTER. FEEL BETTER.
Serial Number:	77224824	NATIONAL FLIP FLOP DAY
Serial Number:	77050012	SPLENDID SMOOTHIES
Serial Number:	75181290	TROPICAL SMOOTHIE
Serial Number:	76485193	TROPICAL SMOOTHIE CAFÉ
Serial Number:	76420094	TROPICAL SMOOTHIE CAFE
Serial Number:	78329739	TROPICAL SMOOTHIE CAFÉ
Serial Number:	85604771	TROPICAL SMOOTHIE CAFÉ
Serial Number:	85956274	TROPICAL TACOS
Serial Number:	86065647	TROPICAL SMOOTHIE CAFE

CORRESPONDENCE DATA

Fax Number: 4043226050

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

Phone: (404) 322-6000

Email: amberly.winburn@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley & Scarborough LLP

Address Line 1: 201 17th Street NW

Address Line 2: Suite 1700

Address Line 4: Atlanta, GEORGIA 30363

NAME OF SUBMITTER:	Philip A. Cooper
Signature:	/Philip A. Cooper/
Date:	10/29/2013

Total Attachments: 5

source=2013 10 28 Executed Trademark Security Agreement Tropical Smoothie Cafe #page1.tif

source=2013 10 28 Executed Trademark Security Agreement Tropical Smoothie Cafe #page2.tif

source=2013 10 28 Executed Trademark Security Agreement Tropical Smoothie Cafe #page3.tif

source=2013 10 28 Executed Trademark Security Agreement Tropical Smoothie Cafe #page4.tif

source=2013 10 28 Executed Trademark Security Agreement Tropical Smoothie Cafe #page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2013, 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

Contemporaneously therewith, the Grantor, the Agent and the Lenders are entering into to that certain Senior Credit Agreement, dated as of the date hereof (as amended, modified, supplemented, renewed or restated from time to time, the “Credit Agreement”), pursuant to which, among other things, the Agent and the Lenders have agreed to make certain loans and other financial accommodations to the Grantor, subject to the terms and conditions therein set forth..

The Grantor will execute a 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 execution and delivery of the Credit Agreement, the Agent has required that the Grantor execute and deliver this Trademark Security Agreement.

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:

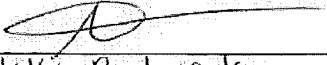
- (a) all of its Trademarks;
- (b) all of its Trademark Licenses;
- (c) all renewals or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) all products and proceeds of the foregoing, including, without limitation, any 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 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]

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

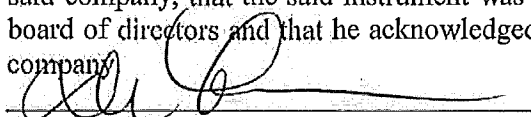
TROPICAL SMOOTHIE CAFÉ, LLC,
a Georgia limited liability company

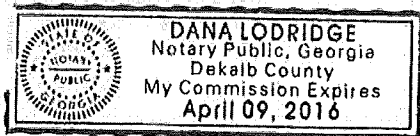
By: 
Name: MIKE ROTONDO
Title: CEO

ACKNOWLEDGMENT OF THE GRANTOR

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 28th day of OCTOBER, 2013 before me personally appeared MIKE ROTONDO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TROPICAL SMOOTHIE CAFÉ, 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.


Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

SMS LENDER AGENT, LLC, as Agent

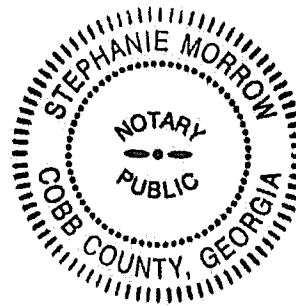
By: H. [Signature]
Name: H. Scott Pressly
Title: Manager

ACKNOWLEDGMENT OF THE AGENT

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this 28th day of October, 2013 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.

Stephanie Morrow
Notary Public Commission Expires 10/3/2014



SCHEDULE I

TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Mark	Filing Date	App. No./Reg. No.
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	Tropical Smoothie Cafe New Logo (Color)	16-Sep-2013	86/065,647
USA	Tropical Smoothie Café (Curved Stylized)	22-Apr-2012 04-Dec-2012	85/604,771 4,253,918
USA	Tropical Tacos	11-Jun-2013	85/956,274