

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
2266170 Ontario Inc.		09/03/2013	CORPORATION: ONTARIO

**RECEIVING PARTY DATA**

Name:	The Bank of Nova Scotia, As Agent
Street Address:	West Commercial Banking Center
Internal Address:	2 Robert Speck Parkway, 4th Floor
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L4Z 1H8
Entity Type:	Canadian Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	85964109	SABOR MAX
Serial Number:	85908176	FLAVOR MAX
Serial Number:	85908387	POWERED BY/ PROPULSÉ PAR REALCUP SINGLE
Serial Number:	85908353	POWERED BY REALCUP SINGLE SERVE CUPS
Serial Number:	85966677	KEEPING IT REAL

**CORRESPONDENCE DATA**

Fax Number: 5123228383  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 512.322.2550  
 Email: tracy.perez@bakerbotts.com  
 Correspondent Name: Baker Botts L.L.P. (Shelley Austin)  
 Address Line 1: 98 San Jacinto Blvd.  
 Address Line 2: Suite 1500  
 Address Line 4: Austin, TEXAS 78701

CH \$140.00 85964109

ATTORNEY DOCKET NUMBER:	073701.0184
<b>DOMESTIC REPRESENTATIVE</b>  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Tracy E. Perez
Signature:	/Tracy E. Perez/
Date:	11/06/2013
Total Attachments: 5 source=TrademarkSecAgr#page1.tif source=TrademarkSecAgr#page2.tif source=TrademarkSecAgr#page3.tif source=TrademarkSecAgr#page4.tif source=TrademarkSecAgr#page5.tif	

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of Sept 3rd, 2013, is between 2266170 ONTARIO INC., an Ontario corporation (the "Grantor"), and The Bank of Nova Scotia, in its capacity as agent for the Secured Parties as such term is defined the Credit Agreement (the "Agent").

WITNESSETH

WHEREAS, the Grantor and the Agent are party to a trademark security agreement dated as of March 14, 2013 (as such agreement may be further amended, supplemented, restated, modified, changed, renewed or replaced from time to time, the "Trademark Security Agreement").

AND WHEREAS, all capitalized terms used in this amending agreement which are not otherwise defined in this amending agreement shall have the meaning established for such terms in the Trademark Security Agreement;

AND WHEREAS, the Grantor has acquired certain additional Trademark Collateral including other Trademark Collateral acquired from Mother Parker's Tea & Coffee Inc. and Sandra Tea & Coffee Limited (collectively, the "Acquired Trademark Collateral").

AND WHEREAS the Grantor and the Agent wish to amend the Trademark Security Agreement as hereinafter provided.

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which are acknowledged by the parties to this amending agreement, the Grantor and the Agent agree as follows:

1. Schedule 1 to the Trademark Security Agreement is hereby deleted in its entirety and replaced with Schedule I to this amending agreement.
2. The parties acknowledge and agree that the Acquired Trademark Collateral shall constitute Trademark Collateral as defined in and subject to the Trademark Security Agreement.
3. All other terms and conditions of the Trademark Security Agreement remain unamended and the Trademark Security Agreement remains in full force and effect and is hereby ratified and confirmed in all respects.
4. This amending agreement and the Trademark Security Agreement shall be read together as a single agreement. In the event of any conflict between this amending agreement and the Trademark Security Agreement, this amending agreement shall govern.
5. This amending agreement is binding upon and shall enure to the benefit of the Grantor and the Agent and each of their respective successors and assigns.
6. Except to the extent that the UCC provides for the application of the law of any other jurisdiction, this Agreement shall be construed in accordance with and be governed by the laws of the State of New York, without regard to principle of conflicts of laws other than Section 5-1401 of the General Obligations Law of the State of New York. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this

Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7. This amending agreement may be executed by one or more of the parties to this amending agreement on any number of separate counterparts and by PDF or facsimile counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery by any party or other signatory of an executed counterpart of this amending agreement by facsimile or electronic mail or in PDF format shall be equally effective as delivery of an original executed counterpart of this amending agreement.

*[Signature page follows]*

DATED as of the date first noted above;

**GRANTOR:**

2266170 ONTARIO INC.

By: Paul Higgins, Jr.  
Name: Paul Higgins, Jr.  
Title: Co-President

By: Michael S. Higgins  
Name: Michael S. Higgins  
Title: Co-President

**AGENT:**

THE BANK OF NOVA SCOTIA, as Agent

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

DATED as of the date first noted above.

**GRANTOR:**

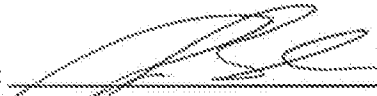
2266170 ONTARIO INC.

By: \_\_\_\_\_  
Name: Paul Higgins, Jr.  
Title: Co-President

By: \_\_\_\_\_  
Name: Michael S. Higgins  
Title: Co-President

**AGENT:**

THE BANK OF NOVA SCOTIA, as Agent

Per:   
Name: Robert Boomhour  
Title: Director

Per:   
Name: Clement Yu  
Title: Associate Director

*Amendment to Trademark Security Agreement (2266170)*

**SCHEDULE  
TO TRADEMARK SECURITY AGREEMENT**

<b>Title</b>	<b>Registration/ File Number</b>	<b>Registration/ Filing Date</b>	<b>Status &amp; Country</b>
REALCUP	85/606758	April 24, 2012	Pending/United States
REALCUP Logo	85/606795	April 24, 2012	Pending/United States
SABOR MAX	85/964,109	June 19, 2013	Pending/United States
FLAVOR MAX	85/908,176	April 18, 2013	Pending/United States
POWERED BY REALCUP Logo (English and French)	85/908,387	April 18, 2013	Pending/United States
POWERED BY REALCUP Logo (English only)	85/908,353	April 18, 2013	Pending/United States
KEEPING IT REAL	85/966,677	June 21, 2013	Pending/United States

**GENERAL**

1. All other unregistered Trademark Collateral transferred to the Grantor by Mother Parker's Tea & Coffee Inc.
2. All other unregistered Trademark Collateral transferred to the Grantor by Sandra Tea & Coffee Limited.

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