

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
JOHNNY APPLESEED'S, INC.		12/20/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	TCW Direct Lending, a division of TCW Special Situations, LLC, as Collateral Agent
Street Address:	200 Clarendon Street, 51st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2675815	YUMMY
Registration Number:	4042496	LESTER SQUARE
Registration Number:	2777318	THE TOG SHOP
Registration Number:	1773058	HAYMAKER
Registration Number:	1910140	THE TOG SHOP
Registration Number:	1771355	APPLESEED'S
Registration Number:	1809067	APPLESEED'S
Registration Number:	0941094	
Registration Number:	0921309	JOHNNY APPLESEED'S
Registration Number:	0756119	JOHNNY APPLESEED'S

CORRESPONDENCE DATA

Fax Number: 3123322196

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

OP \$265.00 2675815

via US Mail.

Phone: 312.863.7266
Email: justin.debruyne@gmail.com
Correspondent Name: Justin DeBruyne
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7129.006
NAME OF SUBMITTER:	Justin DeBruyne
Signature:	/justin debruyne/
Date:	12/20/2013

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2013, by the undersigned pledgors (individually a "Pledgor" and collectively, the "Pledgors"), in favor of TCW Direct Lending, a division of TCW Special Situations, LLC, in its capacity as Collateral Agent (together with any successors in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Pledgors are party to a Pledge and Security Agreement dated December 20, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Financing Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than any Contingent Indemnity Obligation) and termination of the Security

Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Collateral under this Trademark Security Agreement.

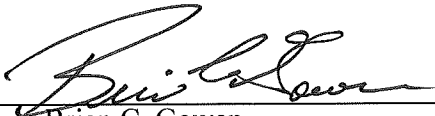
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUCTED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

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

JOHNNY APPLESEED'S, INC.

By: 
Name: Brian C. Gowen
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of
TCW Special Situations, LLC,
as Collateral Agent

By: _____
Name: _____
Title: _____

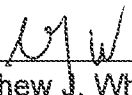
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOHNNY APPLESEED'S, INC.

By: _____
Name: Brian C. Gowen
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of
TCW Special Situations, LLC,
as Collateral Agent

By: 
Name: Matthew J. Whitcomb
Title: Managing Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
YUMMY	756187223	2675815	1/21/2003
LESTER SQUARE	77734116	4042496	10/18/2011
THE TOG SHOP	76339685	2777318	10/28/2003
HAYMAKER	74318369	1773058	5/25/1993
THE TOG SHOP	74318388	1910140	8/8/1995
APPLESEED'S	74303455	1771355	5/18/1993
APPLESEED'S	74333322	1809067	12/7/1993
[design only]	72367296	941094	8/15/1972
JOHNNY APPLESEED'S	72367139	921309	9/28/1971
JOHNNY APPLESEED'S	72139756	756119	9/3/1963