

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
Steve's Frozen Chillers, Inc.		02/07/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	BFG Investment Holdings, LLC		
Street Address:	4912 Creekside Drive		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33760		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4235629	STEVE'S FROZEN CHILLERS	
CORRESPONDENCE DATA			
Fax Number:	8132239620		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	813-224-9255		
Email:	ajenkins@bushross.com		
Correspondent Name:	Andrew T. Jenkins, Esq.		
Address Line 1:	1801 N. Highland Avenue		
Address Line 2:	Bush Ross, P.A.		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	013065.00014		
NAME OF SUBMITTER:	Andrew T. Jenkins		
Signature:	/Andrew T. Jenkins/		

OP \$40.00 4235629

Date:

02/19/2014

Total Attachments: 13

source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page1.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page2.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page3.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page4.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page5.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page6.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page7.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page8.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page9.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page10.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page11.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page12.tif
source=BOSTON_FINANCE_GRP__STEVE_S_FROZEN_CHILLERS_-_Fully_Executed_Trademark_Collateral_Security_Agreement#page13.tif

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made on the 7th day of February, 2014, by and between STEVE'S FROZEN CHILLERS, INC., a Florida corporation ("**Borrower**"), and BFG INVESTMENT HOLDINGS, LLC, a Delaware limited liability company ("**Lender**"). In the event that any provision of this Trademark Collateral Security Agreement is deemed to conflict with the Loan Agreement (as hereinafter defined), the provisions of the Loan Agreement shall control unless the Lender shall otherwise determine.

BACKGROUND

Borrower and Lender have entered into that certain Loan and Security Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "**Loan Agreement**") pursuant to which Borrower has issued a Promissory Note of even date herewith (as amended, modified, restated or supplemented from time to time, the "**Promissory Note**") providing for extensions of credit by Lender to Borrower in an aggregate principal amount not to exceed \$750,000.00 at any time. In order to induce Lender to make advances under the Loan Agreement, Borrower agreed to execute and deliver to Lender this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "**Trademark Security Agreement**").

NOW, THEREFORE, in consideration of the premises, Borrower and Lender hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"**Code**" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Florida.

"**Obligations**" shall mean the due and punctual payment of (a) principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Promissory Note, when and as due under the Loan Agreement, whether at maturity or by acceleration or otherwise, and (b) all other monetary obligations, including fees, commissions, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of Borrower to the Lender when and as due, or that are otherwise payable to the Lender, in each case under the Loan Agreement, the Promissory Note, this Trademark Security Agreement and any other Loan Documents prepared in connection herewith or therewith.

"**Proceeds**" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to any and all other amounts from time to time paid or payable under or in connection with the Trademark Collateral.

“**Trademark**” shall mean all worldwide right, title and interest in and to the trademark STEVE’S FROZEN CHILLERS, all variants and derivatives thereof, and all applications and registrations therefor and renewals thereof anywhere in the world, including, without limitation, each trademark registration and application set forth on Schedule A hereto, and all of the goodwill associated with or symbolized by the foregoing.

“**Trademark Collateral**” shall have the meaning assigned to it in Section 2 of this Security Agreement.

2. Grant of Security Interest. As collateral security for the prompt payment and performance of the Obligations, Borrower hereby grants and conveys to Lender a security interest in:

(a) all of Borrower’s right, title and interest in and to the Trademark and any and all revenue, distributions, dividends, royalties, license fees, damages, contract rights, claims, proceeds and/or payments of any kind derived or resulting from the Trademark, including without limitation all proceeds of infringement suits and the rights to sue for past, present and future infringements or other violations of any rights of Borrower in or to the Trademark in the United States of America and any foreign country, dilution of the Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable law;

(b) the entire right, title and interest of Borrower in and to all receivables, contract rights and general intangibles arising under or relating to the Trademark (including, without limitation, (A) all moneys due and to become due under any license, (B) any damages arising out of or for breach or default in respect of any license, (C) all other amounts from time to time paid or payable under or in connection with any license, (D) the right of Borrower to terminate any license or to perform and to exercise all remedies thereunder, and (E) all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto);

(c) all goodwill, proprietary or confidential information, procedures, quality control standards and general intangibles with the respect to the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, the Trademark and licenses relating to the Trademark; and

(e) all products and Proceeds of the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark or any license relating to the Trademark or injury to the goodwill associated with the Trademark or any license.

All of the property referred to in this Section 2 is hereinafter collectively called the “**Trademark Collateral.**”

3. Representations and Warranties. Borrower covenants and warrants that as of the date of this Trademark Security Agreement:

(a) Borrower is duly formed, validly existing and in good standing as a corporation under the laws of the State of Florida. The name in which Borrower has executed this Agreement is the exact name as it appears on its organizational documents, as filed with the Borrower's state of organization as of the date of this Agreement. Borrower has delivered to Lender its federal employer identification number.

(b) This Trademark Security Agreement, the Loan Agreement and the Promissory Note have been duly executed by Borrower and when executed and delivered will constitute the legal, valid and binding obligation of Borrower, enforceable against Borrower, in accordance with their terms.

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons).

(d) All of the Trademarks registrations and applications set forth on Schedule A are valid, in full force and effect and have not expired or been cancelled, abandoned or otherwise terminated, and payment of all renewal and maintenance fees and expenses in respect thereof, and all filings related thereto, have been duly made.

(e) The Trademark is valid and enforceable and has not been adjudged invalid or unenforceable anywhere in the world.

(f) The Lien granted pursuant to this Trademark Security Agreement will constitute, upon the completion of all the filings or notices listed in Schedule B hereto, which Schedule includes all UCC-1 financing statements to be filed pursuant to the Loan Agreement and all requisite filings to be made with the U.S. Patent and Trademark Office ("PTO") or foreign counterpart thereof, valid and perfected liens on the Trademark Collateral in favor of Lender, which are prior to all other liens on such Trademark Collateral and which are enforceable as such against all persons.

(g) Borrower has granted no other licenses or rights in or to the Trademark to any third party and no other consent is required to be executed in connection with Borrower's execution, delivery and performance of this Trademark Security Agreement.

(h) There is no outstanding claim that any use of the Trademark by Borrower violates the rights of any third party nor is any third party infringing or otherwise violating Borrower's rights in the Trademark in any material respect.

(i) So long as any Obligations remain outstanding under the Loan Agreement, Borrower will not execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Trademark Collateral except as otherwise contemplated or permitted hereby or by the Loan Agreement.

(j) Subject to any limitation stated therein or in connection therewith, all information furnished to the Lender concerning the Trademark Collateral and proceeds thereof for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(k) No authorization, approval or consent of, filing, registration, recording or other action with any United States or foreign court, governmental body, regulatory agency, or any other Person, including the PTO or any foreign counterpart thereof, is required to be obtained by Borrower for the grant of a security interest in the Trademark Collateral, the collateral assignment of the Trademark Collateral to the Lender or perfect the Lien purported to be created by this Trademark Security Agreement.

4. Covenants. Borrower covenants and agrees with Lender that from and after the date of this Trademark Security Agreement and until the Obligations are satisfied in full in cash:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the request of Lender, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable and necessary in obtaining the full benefits of this Trademark Security Agreement and of the rights and powers herein granted, including, without limitation, any filings with the PTO and any filings of appropriate financing statements or continuation statements under the Code or under the Uniform Commercial Code of any relevant state with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Lender to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law.

(b) Maintenance of Trademark. Borrower will not do any act, or omit to do any act, whereby the Trademark may become abandoned, invalidated or unenforceable, or will otherwise diminish in value, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take all reasonable steps and action at its expense to halt any material infringement or other violation of the Trademark.

(c) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Trademark Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Trademark Collateral except for the liens created by this Trademark Security Agreement, and will defend the right, title and interest of Lender in and to any of Borrower's rights to the Proceeds thereof against the claims and demands of all persons whomever.

(d) Notices. Borrower will advise Lender promptly (and, in the case of clause (iv) of this Section 4(e), with fifteen (15) days prior notice) in writing, in reasonable detail, (i) of any lien or claim made or asserted against the Trademark Collateral, (ii) of any material change in the composition of the Trademark Collateral, (iii) of the occurrence of any other event which would reasonably be likely to have a material adverse effect on the value of the Trademark Collateral or on the security interests created hereunder and (iv) of any change in Borrower's principal offices or any change in any matter warranted or represented by Borrower in this Trademark Security Agreement.

(e) Limitation on Further Uses of Trademark. Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, sublicense, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademark Collateral, without the prior written consent of Lender.

(f) Actions Affecting Enforcement of Rights. Borrower further agrees that it will not take any action, or permit any action to be taken by any other person to the extent that such persons are under its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights of Lender under this Trademark Security Agreement and any such actions or agreement, if it shall take place, shall be null and void and of no effect whatsoever.

(g) New Trademarks. Borrower agree that it will not take any action to obtain rights to any new trademarks, trademark registrations, trademark applications, service marks, service mark applications or trade names or enter into any new trademark license agreements that impair, diminish, conflict with or materially affect the value of the Trademark unless it obtains the Lender's written consent.

(h) Maintenance of Records. The Borrower will keep and maintain at its own cost and expense satisfactory and complete records of the Trademark Collateral. For the further security of the Lender, the Borrower hereby grants to the Lender a security interest in all of the Borrower's books and records pertaining to the Trademark Collateral, in any form whatsoever, and the Borrower shall turn over any such books and records for inspection at the office of the Borrower to the Lender or to its representatives during normal business hours at the request of the Lender.

(i) Actions Affecting Trademarks. Borrower (either itself or through its licensee) will, with respect to each Trademark identified in Schedule A as may be amended, supplemented or otherwise modified from time to time, (i) continue to use or have used such Trademark to the extent necessary to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Lender shall obtain a first priority perfected security interest in the Borrower's interest in such mark pursuant to this Agreement, and (v) not (and not permit the licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Trademark may become invalidated. Borrower further agrees to promptly notify the Lender of any application or registration relating to any Trademark that may become abandoned, canceled or denied, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO or any foreign counterpart thereof, or any court or tribunal in any country) regarding the Borrower's ownership interest in such Trademark or its right to register the same or to keep and maintain the same.

5. Duties of Borrower. Borrower shall have the duty (i) to prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) to make applications on trademarks, as appropriate, and (iii) to preserve and maintain all rights in trademark applications, trademarks, trademark registrations, service marks, and service mark registrations, that are part of the Trademark except, in the case of (i) or (iii), where the failure to do so would not have or be reasonably expected to have a

material adverse effect on the Trademark. Any expenses incurred in connection with such applications shall be borne by the Borrower. Borrower shall not abandon any right to file a trademark application in the United States or any pending trademark application in any country without the prior written consent of the Lender except as would not have or be reasonably expected to have a material adverse effect on the Trademark. If the Borrower fails to comply with any of the foregoing duties, Lender shall have the right (but shall not be obligated) to do so in the Borrower's name to the extent permitted by law, but at the Borrower's expense, and the Borrower hereby agrees to reimburse the Lender in full for all expenses, including the fees and disbursements of counsel incurred by the Lender in protecting, defending and maintaining the Trademark Collateral. In the event that the Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any Lien prohibited hereby, or shall fail to comply with any other duty hereunder, the Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Borrower, and all monies so paid out shall be Obligations of the Borrower repayable on demand, together with interest at the fluctuating rate applicable under the Loan Agreement.

6. Lender's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Borrower, to do the following:

(i) to direct any party liable for any payment under the Trademark Collateral to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct;

(ii) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of the Trademark Collateral;

(iii) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Trademark Collateral or any part thereof and to enforce any other right in respect of any Trademark Collateral;

(iv) to defend any suit, action or proceeding brought against Borrower with respect to the Trademark Collateral;

(v) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and

(vi) generally to sell, transfer, pledge, make any agreement with respect to

or otherwise deal with the Trademark Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Trademark Collateral and Lender's security interest therein, in order to effect the intent of this Trademark Security Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, (x) Borrower further agrees to execute any additional documents which Lender may reasonably require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Trademark Security Agreement, and (y) Lender may exercise this power of attorney regardless of the occurrence and continuance of an Event of Default.

(c) The powers conferred on Lender under this Section 6 are solely to protect its interests in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

(d) Borrower also authorizes Lender to execute, in connection with the sale provided for in Section 8(b) of this Trademark Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Trademark Collateral.

7. Performance by Lender of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Trademark Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance shall be payable by Borrower to Lender on demand and shall constitute Obligations secured hereby.

8. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with the Trademark Collateral shall be held by Borrower in trust for Lender, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly indorsed by Borrower to Lender, if required); and

(ii) Any and all such payments so received by Lender (whether from Borrower or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect.

(b) If any Event of Default shall occur and be continuing, Lender may exercise in

addition to all other rights and remedies granted to it in this Trademark Security Agreement, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Trademark Collateral are insufficient to satisfy all Obligations in full.

(c) If any Event of Default shall occur and be continuing, in addition to the exercise of any rights and remedies of a secured party under the Code and any other rights and remedies provided hereunder, the Lender may freely assign its rights or obligations under the Loan Agreement, Promissory Note, this Trademark Security Agreement and any other of the Loan Documents.

9. Termination. At such time as all of the Obligations shall have been satisfied in full in cash and the Promissory Note is terminated, this Trademark Security Agreement shall terminate, the Trademark Collateral shall be released: from the liens created hereby, and all rights to the Trademark Collateral shall revert to Borrower.

10. Notices. Any notice to Lender or Borrower under this Trademark Security Agreement shall be given in the manner and to the parties designated as is provided in the Loan Agreement.

11. Cumulative Remedies. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

12. Severability. The provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

13. Governing Law. The validity and interpretation of this Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Florida.

14. JURISDICTION AND VENUE.

(A) THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL ACTIONS, PROCEEDINGS OR LITIGATION OF ANY KIND WHATSOEVER AGAINST ANY OTHER PARTY IN ANY WAY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND ALL CONTEMPLATED TRANSACTIONS THEREFROM INCLUDING, WITHOUT LIMITATION, CONTRACT, EQUITY, TORT, FRAUD OR STATUTORY CLAIMS, SHALL BE TRIED AND LITIGATED EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF HILLSBOROUGH, STATE OF FLORIDA AND ANY APPELLATE COURT FROM ANY THEREOF, OR, AT THE SOLE OPTION OF THE LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT

MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY OR IN PERSONAM JURISDICTION OVER THE BORROWER.

(B) THE PARTIES FURTHER IRREVOCABLY AND UNCONDITIONALLY (I) SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS DESCRIBED IN SUBSECTION (A) ABOVE, AND (II) AGREE THAT THE AFOREMENTIONED CHOICE OF VENUE IS TO BE CONSIDERED MANDATORY AND NOT PERMISSIVE IN NATURE, THEREBY PRECLUDING THE POSSIBILITY OF ANY ACTION, PROCEEDING OR LITIGATION OF ANY KIND WHATSOEVER AGAINST ANY OTHER PARTY IN ANY WAY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND ALL CONTEMPLATED TRANSACTIONS THEREFROM INCLUDING, WITHOUT LIMITATION, CONTRACT, EQUITY, TORT, FRAUD OR STATUTORY CLAIMS, IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN SUBSECTION (A) ABOVE.

(C) THE BORROWER, TO THE EXTENT IT MAY LEGALLY DO SO, HEREBY IRREVOCABLY AND UNCONDITIONALLY: (I) WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS AND/OR (II) TO OBJECT TO VENUE IN ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

(D) THE BORROWER FURTHER IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY FINAL JUDGMENT RENDERED AGAINST IT IN ANY ACTION OR PROCEEDING SHALL BE CONCLUSIVE AS TO THE SUBJECT OF SUCH FINAL JUDGMENT AND MAY BE ENFORCED IN OTHER JURISDICTIONS IN ANY MANNER PROVIDED BY LAW.

(E) THIS CHOICE OF JURISDICTION AND VENUE PROVISION SHALL BE CONSIDERED AN INDISPENSABLE AND MATERIAL ELEMENT OF THIS AGREEMENT.

15. Successors and Assigns. The benefits and burdens of this Trademark Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Collateral Security Agreement under seal as of the day and year first above written.

Witnesses:

STEVE'S FROZEN CHILLERS, INC.

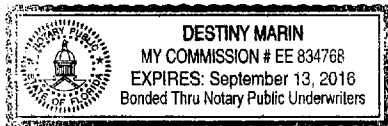
Jamey H. Szerdi
Print: Jamey H. Szerdi

JEANNIE HURST
Print: JEANNIE HURST

By: [Signature]
Name: Stephen Schoenberg
Title: Chief Executive Officer

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me personally on this 10th day of February, 2014, an officer duly authorized in the State and County aforesaid to take acknowledgments, by Stephen Schoenberg, to me personally known or known to me by evidence of identification of drivers license to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.



[Signature]
Notary Public, State and County Aforesaid
Print Name: Destiny Marin
My commission expires: 9/13/16
My commission number: EE 834768

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement under seal as of the day and year first above written.

Witnesses:

BFG Investment Holdings, LLC

Cynthia Drazek
Print: CYNTHIA DRAZEK

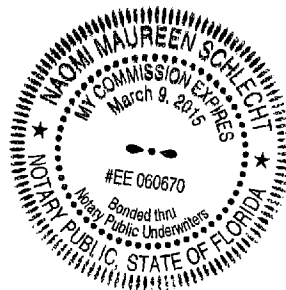
By: *[Signature]*
Name: John Fernando
Title: President

Shelly Karuppiah
Print: Shelly Karuppiah

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me personally on this 11th day of February, 2014, an officer duly authorized in the State and County aforesaid to take acknowledgments, by John Fernando, to me personally known ~~or known to me by evidence of identification of _____~~ to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.

Naomi Maureen Schlecht
Notary Public, State and County Aforesaid
Print Name: Naomi Maureen Schlecht
My commission expires: March 9, 2015
My commission number: EE 060670



SCHEDULE A

TRADEMARKS

Steve's Frozen Chillers

COUNTRY	SERIAL #	FILED	REGISTERED	REG#	STATUS	CLASSES
United States	77744779	May 26, 2009	November 6, 2012	4235629	Registered	32, 45, 46, 48

SCHEDULE B

FILINGS REQUIRED

1. UCC-1 Financing Statement filed with the Secretary of State for the State of Florida
2. Trademark Collateral Security Agreement filed with the U.S. Patent and Trademark Office