

## 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
Vital Juice Co, Inc.		02/25/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	CBC Partners I, LLC		
Street Address:	305 108th Avenue NE, Suite 101		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	85935679	CAPTAIN CARROT	
Serial Number:	85935813		
Serial Number:	86098693	FRESHER UNDER PRESSURE	
Serial Number:	85928005	GORILLA BEET	
Serial Number:	85928007	GORILLA CARROT	
Serial Number:	85928001	GORILLA GREENS	
Serial Number:	85935675	GREEN GORILLA	
Serial Number:	85935686	MR. SQUEEZE	
Serial Number:	85935693	MRS. BEET	
Serial Number:	85927977	VITAL PINEAPPLE	
Serial Number:	85927993	VITAL ALMOND	
Serial Number:	85927946	VITAL BEET	
Serial Number:	85927951	VITAL CARROT	
Serial Number:	85927990	VITAL COCONUT	

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Serial Number:	85925772	VITAL FACTS
Serial Number:	85927970	VITAL GRAPEFRUIT
Serial Number:	85928016	VITAL GREENS
Serial Number:	85935717	VITAL JUICE CO.
Serial Number:	85935713	VITAL JUICE CO.
Serial Number:	85935809	VITAL JUICE CO.
Serial Number:	85935668	VITAL KIDS
Serial Number:	85927958	VITAL MELON
Serial Number:	85927984	VITAL TANGERINE

**CORRESPONDENCE DATA**

Fax Number: 5037782200

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

Phone: (503) 778-2137

Email: trademarks@lanepowell.com

Correspondent Name: Lisa M. Davis, c/o Lane Powell PC

Address Line 1: 601 SW 2nd Avenue, Suite 2100

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	VITAL JUICE
NAME OF SUBMITTER:	Lisa M. Davis
Signature:	/lisamdavis/
Date:	02/28/2014

**Total Attachments: 5**

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ATTACHMENT II TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST  
(TRADEMARKS AND COPYRIGHTS)

This GRANT OF SECURITY INTEREST, dated as of February 25, 2014, is executed by VITAL JUICE CO, INC., a Washington corporation (“**Grantor**”), in favor of CBC PARTNERS I, LLC (“**CBC**”).

A. Pursuant to a Secured Promissory Note dated as of February 25, 2014 (as may be amended, restated, supplemented, and modified from time to time, the “**Note**”), by and between BE LABS, LLC (“**Borrower**”) and CBC, CBC has agreed to lend to Borrower the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “**Loan**”).

B. As a condition precedent to making the Loan, CBC requires that Borrower cause that Grantor grant a security interest in all intellectual property owned by Grantor, and receipt by CBC of this Security Agreement duly executed by Grantor.

C. The making of the Loan by CBC to Borrower is of value to Grantor, is reasonably expected to benefit Grantor, directly or indirectly, and is in furtherance of Grantor's personal and business interests.

D. Grantor owns the trademarks, copyrights, applications for trademarks, and/or applications for copyrights, of the United States, more particularly described on Schedules I-A and I-B annexed hereto as part hereof (collectively, the “**Intellectual Property**”);

E. Grantor has entered into an Intellectual Property Security Agreement dated the date hereof (the “**Security Agreement**”) in favor of CBC; and

F. Pursuant to the Security Agreement, Grantor has granted to CBC a security interest in all right, title, and interest of Grantor in and to the Intellectual Property, together with any reissue, continuation, continuation-in-part, or extension thereof, and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Intellectual Property (collectively, the “**Collateral**”), to secure the prompt payment, performance, and observance of the Liabilities, as defined in the Note;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further grant to CBC a security interest in the Collateral to secure the prompt payment, performance, and observance of the Liabilities.

Grantor does hereby further acknowledge and affirm that the rights and remedies of CBC with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

CBC's address is:


CBC Partners I, LLC  
305 108<sup>th</sup> Avenue NE, Suite 101  
Bellevue, WA 98004  
Attn: Alan Hallberg

With a copy to:

Lane Powell PC  
1420 Fifth Avenue, Suite 4200  
P.O. Box 91302  
Seattle, WA 98111-9402  
Attn: Stephanie Stephens

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.




VITAL JUICE CO, INC.

By:   
Name: Edward Balassanian  
Its: President



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Serial No. / Reg. No.</u>	<u>Status</u>
CAPTAIN CARROT	85935679	Filed 5/17/13
Design 	85935813	Filed 5/17/13
FRESHER UNDER PRESSURE	86098693	Filed 10/22/13
GORILLA BEET	85928005	Filed 5/9/13
GORILLA CARROT	85928007	Filed 5/9/13
GORILLA GREENS	85928001	Filed 5/9/13
GREEN GORILLA	85935675	Filed 5/17/13
MR. SQUEEZE	85935686	Filed 5/17/13
MRS. BEET	85935693	Filed 5/17/13
TAL PINEAPPLE	85927977	Filed 5/9/13
VITAL ALMOND	85927993	Filed 5/9/13
VITAL BEET	85927946	Filed 5/9/13
VITAL CARROT	85927951	Filed 5/9/13
VITAL COCONUT	85927990	Filed 5/9/13
VITAL FACTS	85925772	Filed 5/7/13
VITAL GRAPEFRUIT	85927970	Filed 5/9/13
VITAL GREENS	85928016	Filed 5/9/13
VITAL JUICE CO.	85935717	Filed 5/17/13
VITAL JUICE CO. & Design 	85935713	Filed 5/17/13
VITAL JUICE CO. & Design 	85935809	Filed 5/17/13
VITAL KIDS	85935668	Filed 5/17/13
VITAL MELON	85927958	Filed 5/9/13

<u>Mark</u>	<u>Serial No. / Reg. No.</u>	<u>Status</u>
VITAL TANGERINE	85927984	Filed 5/9/13

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