

Form PTO-1594 (Rev. 12/11) OMB Collection 0651-0027 (exp. 04/30/2015)

04/17/2014



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RECORD/ TRAL

103667120

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

04-17-14

1. Name of conveying party(ies):

Big Idea Holdings, LLC

- Individual(s) Association Partnership Limited Partnership Corporation- State: Other LLC

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 1/13/2014

- Assignment Merger Security Agreement Change of Name Other Commercial Pledge Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: East West Bank

Street Address: 9300 Flair Drive, 6th Floor

City: El Monte

State: CA

Country: USA Zip: 91731

- Individual(s) Association Partnership Limited Partnership Corporation Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Davida Wright

Internal Address: Loan Documentation

Loan #3580012601 / 3580012602

Street Address: 9300 Flair Drive, 6th Floor

City: El Monte

State: CA Zip: 91731

Phone Number: 626-371-8668

Docket Number:

Email Address: davida.wright@eastwestbank.com

6. Total number of applications and registrations involved:

46

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,165.00

- Authorized to be charged to deposit account Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Handwritten signature of Davida Wright

Signature

Date

Davida Wright

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 005264 FRAME: 0756

EXHIBIT A

1. United States serial # 86074170 with a filing date of September 25, 2013.
2. United States serial # 86074167 with a filing date of September 25, 2013.
3. United States serial # 86074159 with a filing date of September 25, 2013.
4. United States serial # 86001955 with a filing date of July 3, 2013.
5. United States serial # 86001923 with a filing date of July 3, 2013.
6. United States serial # 86056020 with a filing date of September 4, 2013.
7. United States serial # 86056016 with a filing date of September 4, 2013.
8. United States serial # 85470374 with a filing date of November 11, 2011.
9. United States serial # 85470383 with a filing date of November 11, 2011.
10. United States serial # 85470380 with a filing date of November 11, 2011.
11. United States Registration # 4353128 and serial # 85731586 with a filing date of September 18, 2012 and registration date of June 18, 2013.
12. United States Registration # 4353127 and serial # 85731556 with a filing date of September 18, 2012 and registration date of June 18, 2013.
13. United States serial # 85470361 with a filing date of November 11, 2011.
14. United States serial # 85470371 with a filing date of November 11, 2011.
15. United States Registration # 4334477 and serial # 85731625 with a filing date of September 18, 2012 and registration date of May 14, 2013.
16. United States Registration # 4334474 and serial # 85731608 with a filing date of September 18, 2012 and registration date of May 14, 2013.
17. United States Registration # 4199707 and serial # 85343564 with a filing date of June 10, 2011 and registration date of August 28, 2012.
18. United States Registration # 4199703 and serial # 85341933 with a filing date of June 9, 2011 and registration date of August 28, 2012.
19. United States Registration # 4187751 and serial # 85312528 with a filing date of May 4, 2011 and registration date of August 7, 2012.
20. United States Registration # 4187750 and serial # 85312499 with a filing date of May 4, 2011 and registration date of August 7, 2012.
21. United States Registration # 4129808 and serial # 85317465 with a filing date of May 10, 2011 and registration date of April 17, 2012.
22. United States Registration # 4126863 and serial # 85317453 with a filing date of May 10, 2011 and registration date of April 10, 2012.
23. United States Registration # 3943990 and serial # 85105008 with a filing date of August 11, 2010 and registration date of April 12, 2011.
24. United States Registration # 4056487 and serial # 85312165 with a filing date of May 4, 2011 and registration date of November 15, 2011.
25. United States Registration # 4056486 and serial # 85312148 with a filing date of May 4, 2011 and registration date of November 15, 2011.
26. United States Registration # 4055883 and serial # 85278821 with a filing date of March 28, 2011 and registration date of November 15, 2011.
27. United States Registration # 4055881 and serial # 85278799 with a filing date of March 28, 2011 and registration date of November 15, 2011.
28. United States Registration # 3480436 and serial # 77366971 with a filing date of January 8, 2008 and registration date of August 5, 2008.

29. United States Registration #3480435 and serial #77366961 with a filing date of January 8, 2008 and registration date of August 5, 2008.
30. United States Registration #3476482 and serial #77366954 with a filing date of January 8, 2008 and registration date of July 29, 2008.
31. United States Registration #3504298 and serial #77366944 with a filing date of January 8, 2008 and registration date of September 23, 2008.
32. United States Registration #3484304 and serial #77366935 with a filing date of January 8, 2008 and registration date of August 12, 2008.
33. United States Registration #3504297 and serial #77366925 with a filing date of January 8, 2008 and registration date of September 23, 2008.
34. United States Registration #3476356 and serial #77360323 with a filing date of December 27, 2007 and registration date of July 29, 2008.
35. United States Registration #3504270 and serial #77360313 with a filing date of December 27, 2007 and registration date of September 23, 2008.
36. United States Registration #3476350 and serial #77360275 with a filing date of December 27, 2007 and registration date of July 29, 2008.
37. United States Registration #3504269 and serial #77360255 with a filing date of December 27, 2007 and registration date of September 23, 2008.
38. United States Registration #3480107 and serial #77360240 with a filing date of December 27, 2007 and registration date of August 5, 2008.
39. United States Registration #3504267 and serial #77360207 with a filing date of December 27, 2007 and registration date of September 23, 2008.
40. United States Registration #3480106 and serial #77360177 with a filing date of December 27, 2007 and registration date of August 5, 2008.
41. United States Registration #3504266 and serial #77360158 with a filing date of December 27, 2007 and registration date of September 23, 2008.
42. United States Registration #3472058 and serial #77360148 with a filing date of December 27, 2007 and registration date of July 22, 2008.
43. United States Registration #3475185 and serial #77264898 with a filing date of August 27, 2007 and registration date of July 29, 2008.
44. United States Registration #3655187 and serial #77108530 with a filing date of February 15, 2007 and registration date of July 14, 2009.
45. United States Registration #3658541 and serial #77108504 with a filing date of February 15, 2007 and registration date of July 21, 2009.
46. United States Registration #3631886 and serial #77032224 with a filing date of October 30, 2006 and registration date of June 2, 2009.

AMENDMENT NO. 1 TO COMMERCIAL PLEDGE AGREEMENT OF BIG IDEA HOLDINGS, LLC (\$15,000,000 LOAN)

THIS AMENDMENT NO. 1 TO COMMERCIAL PLEDGE AGREEMENT OF BIG IDEA HOLDINGS, LLC (\$15,000,000 LOAN) (**Amendment No. 1 to Commercial Pledge Agreement**), dated as of ~~December 13, 2013~~ ^{January 13, 2014}, is entered into among Big Idea Holdings, LLC (**Grantor**); Big Idea Holdings, LLC, NewStar Fresh Foods, LLC, and Organicgirl Produce, LLC (**Borrowers**) and East West Bank (**Lender**).

RECITALS

1. Grantor, Borrowers and Lender entered into a Commercial Pledge Agreement dated July 11, 2012, to secure Indebtedness evidenced by a Note dated July 11, 2012, in the original principal amount of \$15,000,000, among other things (the **Big Idea Commercial Pledge Agreement for \$15,000,000 Loan**).
2. The parties hereto wish to amend the Big Idea Commercial Pledge Agreement for \$15,000,000 Loan as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

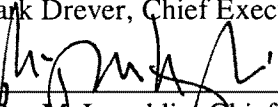
1. Terms defined in the Big Idea Commercial Pledge Agreement for \$15,000,000 Loan not otherwise defined herein are used herein with the same meanings as in the Big Idea Commercial Pledge Agreement for \$15,000,000 Loan.
2. The word "investment" is hereby deleted from the paragraph headed "COLLATERAL DESCRIPTION" on page 1 of the Big Idea Commercial Pledge Agreement for \$15,000,000 Loan.
3. The property listed on Exhibit A hereto is hereby added to the list of Trademarks in the paragraph headed "COLLATERAL DESCRIPTION" on page 1 of the Big Idea Commercial Pledge Agreement for \$15,000,000 Loan.

This Amendment No. 1 to Commercial Pledge Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions.

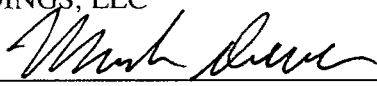
Grantor and Borrowers have read and understood all the provisions of this Amendment No. 1 to Commercial Pledge Agreement and agree to its terms.

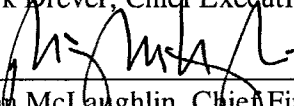
GRANTOR:
BIG IDEA HOLDINGS, LLC

By: 
Mark Drever, Chief Executive Officer of Big Idea Holdings, LLC

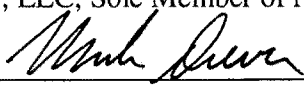
By: 
Brian McLaughlin, Chief Financial Officer of Big Idea Holdings, LLC

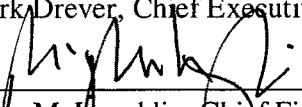
BORROWER:
BIG IDEA HOLDINGS, LLC

By: 
Mark Drever, Chief Executive Officer of Big Idea Holdings, LLC

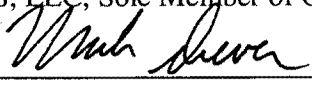
By: 
Brian McLaughlin, Chief Financial Officer of Big Idea Holdings, LLC

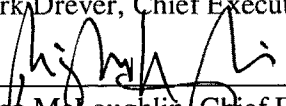
NEWSTAR FRESH FOODS, LLC
BIG IDEA HOLDINGS, LLC, Sole Member of NewStar Fresh Foods, LLC

By: 
Mark Drever, Chief Executive Officer of Big Idea Holdings, LLC

By: 
Brian McLaughlin, Chief Financial Officer of Big Idea Holdings, LLC

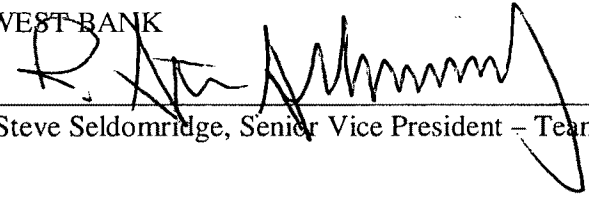
ORGANICGIRL PRODUCE, LLC
BIG IDEA HOLDINGS, LLC, Sole Member of Organicgirl Produce, LLC

By: 
Mark Drever, Chief Executive Officer of Big Idea Holdings, LLC

By: 
Brian McLaughlin, Chief Financial Officer of Big Idea Holdings, LLC

LENDER
EAST WEST BANK

By:



Steve Seldomridge, Senior Vice President – Team Manager