

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312218

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A&E ACQUISITION, LLC		07/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GE CANADA FINANCE HOLDING COMPANY		
<b>Street Address:</b>	123 Front Street West, Suite 1400		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2M2		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4257690	DRINK SOMETHING GOOD FOR A CHANGE	
<b>Registration Number:</b>	4227661	FLIP CHIPS	
<b>Registration Number:</b>	4257691	MUNCH SOMETHING GOOD FOR A CHANGE	
<b>Registration Number:</b>	4304232	SNACKTACULAR	
<b>Registration Number:</b>	3736602	THE SWITCH	
<b>Registration Number:</b>	2664591	THE SWITCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127557306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	1.212.326.3939		
<b>Email:</b>	NYTEF@JONESDAY.COM		
<b>Correspondent Name:</b>	Nathan J. Hoepfner		
<b>Address Line 1:</b>	222 East 41 Street		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	765625-920007		
<b>NAME OF SUBMITTER:</b>	Nathaniel J. Hoepfner		
<b>SIGNATURE:</b>	/Nathaniel J. Hoepfner/		
<b>DATE SIGNED:</b>	07/29/2014		

CH \$165.00 4257690

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of July 25, 2014, by A&E Acquisition, LLC, a Delaware limited liability company (the "Pledgor"), in favor of GE Canada Finance Holding Company, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the LuxCo Loan Agreement, dated as of August 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "LuxCo Loan Agreement") among Clement Pappas and Company, Inc., as borrower, the guarantors party thereto from time to time, Lassonde Luxembourg, as lender, and the Agent.

### W I T N E S S E T H:

WHEREAS, the Pledgor is party to a LuxCo Security Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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 continue to make available the financial accommodations under the LuxCo Loan Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the right, title and interest of the Pledgor in, to and under all the following Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) the Trademarks of the Pledgor listed on Schedule 1 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark 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 or service mark applications under applicable federal law);
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and 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 LuxCo Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien on and security interest

in the Trademark Collateral made and granted hereby are more fully set forth in the LuxCo 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 be inconsistent with or in conflict with the LuxCo Security Agreement, the provisions of the LuxCo Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the LuxCo Security Agreement, upon written request of the Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 9. Subordination Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY HEREUNDER (INCLUDING

UNDER ARTICLE IX HEREOF) ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the 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.

**A&E ACQUISITION, LLC**

By: Apple & Eve, LLC

Its: Sole Member

By: Clement Pappas and Company, Inc.

Its: Sole Member

By: 

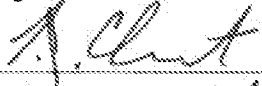
Name: Glenn McKellar

Title: Vice President Finance and Control

Accepted and Agreed:

**GE CANADA FINANCE HOLDING COMPANY**

as Collateral Agent

By:   
Name: LAWRENCE J. CLEMENT  
Title: VICE PRESIDENT - STRUCTURED LENDING

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE
A & E Acquisition, LLC	DRINK SOMETHING GOOD FOR A CHANGE	United States	4257690	85617408	04-MAY-2012	11-DEC-2012
A & E Acquisition, LLC	FLIP CHIPS	United States	4227661	85485805	02-DEC-2011	16-OCT-2012
A & E Acquisition, LLC	MUNCH SOMETHING GOOD FOR A CHANGE	United States	4257691	85617434	04-MAY-2012	11-DEC-2012
A & E Acquisition, LLC	SNACKTACULAR	United States	4304232	85609427	26-APR-2012	19-MAR-2013
A & E Acquisition, LLC	THE SWITCH	United States	3736602	77755057	09-JUN-2009	12-JAN-2010
A & E Acquisition, LLC	THE SWITCH	United States	2664591	78031899	23-OCT-2000	17-DEC-2002

Trademark Applications: None