

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLE & EVE, LLC		07/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GE CANADA FINANCE HOLDING COMPANY		
Street Address:	123 Front Street West, Suite 1400		
City:	Toronto		
State/Country:	CALIFORNIA		
Postal Code:	M5J 2M2		
Entity Type:	LIMITED LIABILITY COMPANY: CANADA		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	4417350	APPLE & EVE	
Registration Number:	1803370	APPLE & EVE	
Registration Number:	3472991	APPLE & EVE FAMILIES FIT TOGETHER	
Registration Number:	3880291	APPLE & EVE FRUITABLES	
Registration Number:	4544895	APPLE & EVE ORGANIC QUENCHERS	
Registration Number:	3515132	AWAKE GOOD MORNING ENERGY	
Registration Number:	2750120	BE PURE. BE FRUITFUL.	
Registration Number:	4139890	CRANBERRY CARE	
Registration Number:	4158547	CRANBERRY CARE UT	
Registration Number:	2667017	CRANBERRY JUICE & MORE	
Registration Number:	3437929	CRANBERRY WELLNESS	
Registration Number:	3751354	DARINGLY DARK. RICHLY NUTRITIOUS.	
Registration Number:	3874476	DARK NATURALS	
Registration Number:	3451274	DRINK TO PINK	
Registration Number:	3459004	FIZZ ED	
Registration Number:	3955051	FRUITABLES	
Registration Number:	4032277	FRUITABLES SEEDING THE ARTS	
Registration Number:	3945796	FRUITABLES SEEDING THE ARTS	
Registration Number:	1966800	MADE IN THE SHADE	
TRADEMARK			

CH \$1015.00 4417350

Property Type	Number	Word Mark
Registration Number:	1972041	NATURALLY CRANBERRY
Registration Number:	3782589	NECTAR-C
Registration Number:	1949332	NORTHLAND
Registration Number:	1817513	NORTHLAND
Registration Number:	2216485	NORTHLAND CRANBERRIES
Registration Number:	1925743	NORTHLAND CRANBERRIES, INC.
Registration Number:	4158548	NORTHLAND CRANBERRY CARE UT
Registration Number:	4359126	NORTHLAND NATURALLY SMART
Registration Number:	4043663	NORTHLAND THE POWER OF DARK FRUIT
Registration Number:	2265146	NOTHIN' BUT JUICE
Registration Number:	1986535	ORIGINAL TREE SWEET
Registration Number:	3945797	SEEDING THE ARTS
Registration Number:	4032278	SEEDING THE ARTS
Registration Number:	1406048	THE JUICE, THE WHOLE JUICE AND NOTHING B
Registration Number:	0656892	TREESWEET
Registration Number:	0354723	TREESWEET
Registration Number:	3607079	TROPICAL WAVES
Registration Number:	4377321	WATER FRUITS
Serial Number:	85787068	APPLE & EVE HAPPY APPLE
Serial Number:	85787806	APPLE & EVE HAPPY APPLE
Serial Number:	86211428	APPLE & EVE MIGHTY BLENDS

CORRESPONDENCE DATA

Fax Number: 2127557306

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.

Phone: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Nathaniel J. Hoepner

Address Line 1: 222 East 41 Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	765625-920007
NAME OF SUBMITTER:	Nathaniel J. Hoepner
SIGNATURE:	/Nathaniel J.Hoepner/
DATE SIGNED:	07/29/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of July 25, 2014, by Apple & Eve, 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 Term Loan Agreement, dated as of August 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement") among Luxlas Fund Limited Partnership, as borrower, the guarantors party thereto from time to time, the lenders party thereto from time to time and GE Canada Finance Holding Company, as administrative agent and collateral agent for the lenders.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a U.S. Security Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. 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 loans and other financial accommodations under the Term Loan Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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


[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.

APPLE & EVE, LLC

By: Clement Pappas and Company, Inc.

Its: Sole Member

By: 

Name: Glenn McKellar

Title: Vice President Finance and Control

[Signature Page to Trademark Security Agreement (Term Loan)]

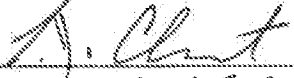
TRADEMARK
REEL: 005332 FRAME: 0065

Accepted and Agreed:

GE CANADA FINANCE HOLDING COMPANY

as Collateral Agent

By:


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



[Signature Page to Trademark Security Agreement (Term Loan)]

TRADEMARK
REEL: 005332 FRAME: 0066



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
Apple & Eve, LLC	APPLE & EVE	United States	4417350	85797039	07-DEC-2012	15-OCT-2013
Apple & Eve, LLC	APPLE & EVE 	United States	1803370	74266105	15-APR-1992	09-NOV-1993
Apple & Eve, LLC	APPLE & EVE FAMILIES FIT TOGETHER 	United States	3472991	77083433	16-JAN-2007	22-JUL-2008
Apple & Eve, LLC	APPLE & EVE FRUITABLES	United States	3880291	77370673	14-JAN-2008	23-NOV-2010
Apple & Eve, LLC	APPLE & EVE ORGANIC QUENCHERS	United States	4544895	85914651	25-APR-2013	03-JUNE-2014
Apple & Eve, LLC	AWAKE GOOD MORNING ENERGY	United States	3515132	77293637	02-OCT-2007	14-OCT-2008
Apple & Eve, LLC	BE PURE. BE FRUITFUL.	United States	2750120	76463792	04-NOV-2002	12-AUG-2003
Apple & Eve, LLC	CRANBERRY CARE	United States	4139890	85174361	11-NOV-2010	08-MAY-2012

Apple & Eve, LLC	CRANBERRY CARE UT	United States	4158547	85174358	11-NOV-2010	12-JUN-2012
Apple & Eve, LLC	CRANBERRY JUICE & MORE	United States	2667017	76142567	06-OCT-2000	24-DEC-2002
Apple & Eve, LLC	CRANBERRY WELLNESS	United States	3437929	78759003	22-NOV-2005	27-MAY-2008
Apple & Eve, LLC	DARINGLY DARK. RICHLY NUTRITIOUS.	United States	3751354	77664949	06-FEB-2009	23-FEB-2010
Apple & Eve, LLC	DARK NATURALS	United States	3874476	77782857	16-JUL-2009	09-NOV-2010
Apple & Eve, LLC	DRINK TO PINK	United States	3451274	78902490	07-JUN-2006	17-JUN-2008
Apple & Eve, LLC	FIZZ ED	United States	3459004	77135176	20-MAR-2007	01-JUL-2008
Apple & Eve, LLC	FRUITABLES	United States	3955051	85139506	28-SEP-2010	03-MAY-2011
Apple & Eve, LLC	FRUITABLES SEEDING THE ARTS	United States	4032277	77933230	11-FEB-2010	27-SEP-2011
Apple & Eve, LLC	FRUITABLES SEEDING THE ARTS	United States	3945796	77933231	11-FEB-2010	12-APR-2011
Apple & Eve, LLC	MADE IN THE SHADE	United States	1966800	74666522	26-APR-1995	09-APR-1996
Apple & Eve, LLC	NATURALLY CRANBERRY	United States	1972041	74017395	08-JAN-1990	07-MAY-1996
Apple & Eve, LLC	NECTAR-C	United States	3782589	77721293	23-APR-2009	27-APR-2010
Apple & Eve, LLC	NORTHLAND	United States	1949332	74340668	16-DEC-1992	16-JAN-1996
Apple & Eve, LLC	NORTHLAND	United States	1817513	74306418	19-AUG-1992	18-JAN-1994

Apple & Eve, LLC	NORTHLAND CRANBERRIES	United States	2216485	75430980	09-FEB-1998	05-JAN-1999
Apple & Eve, LLC	NORTHLAND CRANBERRIES, INC. 	United States	1925743	74581352	03-OCT-1994	10-OCT-1995
Apple & Eve, LLC	NORTHLAND CRANBERRY CARE UT	United States	4158548	85174368	11-NOV-2010	12-JUN-2012
Apple & Eve, LLC	NORTHLAND NATURALLY SMART	United States	4359126	85621345	10-MAY-2012	25-JUN-2013
Apple & Eve, LLC	NORTHLAND THE POWER OF DARK FRUIT	United States	4043663	77664947	06-FEB-2009	25-OCT-2011
Apple & Eve, LLC	NOTHIN' BUT JUICE	United States	2265146	75560993	24-SEP-1998	27-JUL-1999
Apple & Eve, LLC	ORIGINAL TREE SWEET 	United States	1986535	74546389	06-JUL-1994	16-JUL-1996
Apple & Eve, LLC	SEEDING THE ARTS	United States	3945797	77933232	11-FEB-2010	12-APR-2011
Apple & Eve, LLC	SEEDING THE ARTS	United States	4032278	77933233	11-FEB-2010	27-SEP-2011
Apple & Eve, LLC	THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE	United States	1406048	73551156	01-AUG-1985	19-AUG-1986
Apple & Eve, LLC	TREESWEET	United States	0656892	72016285	24-SEP-1956	07-JAN-1958
Apple & Eve, LLC	TREESWEET TREESWEET	United States	0354723	71396619	20-AUG-1937	22-FEB-1938

Apple & Eve, LLC	TROPICAL WAVES	United States	3607079	77363507	03-JAN-2008	14-APR-2009
Apple & Eve, LLC	WATER FRUITS	United States	4377321	85562876	07-MAR-2012	30-JUL-2013

United States Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE
Apple & Eve, LLC	APPLE & EVE HAPPY APPLE	United States	85787068	26-NOV-2012
Apple & Eve, LLC	APPLE & EVE HAPPY APPLE 	United States	85787806	27-NOV-2012
Apple & Eve, LLC	APPLE & EVE MIGHTY BLENDS	United States	86211428	05-MAR-2014

Canadian Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REGULATION NO.
Apple & Eve, LLC	APPLE & EVE	Canada	411183
Apple & Eve, LLC	APPLE & EVE (Stylized)	Canada	243881
Apple & Eve, LLC	NORTHLAND	Canada	533057
Apple & Eve, LLC	ORIGINAL TREE SWEET & DESIGN	Canada	TMA475547
Apple & Eve, LLC	THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE	Canada	408409
Apple & Eve, LLC	TREESWEET	Canada	233729
Apple & Eve, LLC	TREESWEET (STYLIZED)	Canada	191494

Canadian Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	REGULATION NO.
Apple & Eve, LLC	FRUITABLES	Canada	1603204