

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A&E ACQUISITION, LLC		07/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GE CANADA FINANCE HOLDING COMPANY		
Street Address:	123 Front Stree West, Suite 1400		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2M2		
Entity Type:	LIMITED LIABILITY COMPANY: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4257690	DRINK SOMETHING GOOD FOR A CHANGE	
Registration Number:	4227661	FLIP CHIPS	
Registration Number:	4257691	MUNCH SOMETHING GOOD FOR A CHANGE	
Registration Number:	4304232	SNACKTACULAR	
Registration Number:	3736602	THE SWITCH	
Registration Number:	2664591	THE SWITCH	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		

CH \$165.00 4257690

Total Attachments: 5

source=A&E ACQUISITION, LLC .09 CHI 1936841 V2#page1.tif

source=A&E ACQUISITION, LLC .09 CHI 1936841 V2#page2.tif

source=A&E ACQUISITION, LLC .09 CHI 1936841 V2#page3.tif

source=A&E ACQUISITION, LLC .09 CHI 1936841 V2#page4.tif

source=A&E ACQUISITION, LLC .09 CHI 1936841 V2#page5.tif

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 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.

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

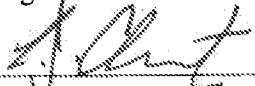
[Signature Page to Trademark Security Agreement (Term Loan)]

Accepted and Agreed:

GE CANADA FINANCE HOLDING COMPANY

as Collateral Agent

By:


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

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

TRADEMARK
REEL: 005332 FRAME: 0077

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