

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harvest Hill Beverage Company		07/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Special Situations, LLC, as collateral agent		
Street Address:	c/o The TCW Group, Inc., 865 South Figueroa Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4246841	FRUIT FOR ALL PROJECT	
Registration Number:	4335487	FRUIT PROMISE	
Registration Number:	1094669	JUICY JUICE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	059182-0045		
NAME OF SUBMITTER:	Scott Kareff (059182-0045)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	09/08/2014		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Harvest Hill Beverage Company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated July 1, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Special Situations, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 1, 2014.

HARVEST HILL BEVERAGE COMPANY

By: 

Name: Ian B. MacTaggart

Title: Vice President

ASSIGNMENT FOR SECURITY- TRADEMARKS

TRADEMARK
REEL: 005358 FRAME: 0862

SCHEDULE A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Harvest Hill Beverage Company	United States	FRUIT FOR ALL PROJECT	4246841	6/13/2011	11/20/2012
Harvest Hill Beverage Company	United States	FRUIT PROMISE	4335487	6/28/2011	5/14/2013
Harvest Hill Beverage Company	United States	JUICY JUICE	1094669	12/6/1976	6/27/1978