

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326815

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARGO TEA, INC.		12/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BREAKWATER CREDIT OPPORTUNITIES FUND, L.P.
Street Address:	1999 AVENUE OF THE STARS, SUITE 3430
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3498428	ARGO
Registration Number:	3879762	ARGO COFFEE
Registration Number:	3498430	ARGO TEA
Registration Number:	3539708	
Registration Number:	3856138	LOYALTEA
Registration Number:	3065190	SMOOTEA
Registration Number:	4104572	TEA + INGREDIENTS WITH PURPOSE
Registration Number:	4346452	MOJITEA
Registration Number:	4346073	PUMPKIN CHAI
Registration Number:	4346454	RED VELVET
Registration Number:	4299388	TEAMOSA
Registration Number:	3711428	CAROLINA HONEY
Registration Number:	3598240	CHARITEA
Registration Number:	3672569	GREEN TEA GINGER TWIST
Registration Number:	3711457	HIBISCUS STEAMER
Registration Number:	4036557	MANGO MATECCINO
Registration Number:	3681758	MOJITEA
Registration Number:	3684701	PUMPKIN CHAI
Registration Number:	3681757	RED VELVET

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3704624	TEA SANGRIA
Registration Number:	3704625	TEA SPARKLE
Registration Number:	3704622	TEA SQUEEZE
Registration Number:	3711430	VALENTEA PASSION
Registration Number:	3869064	WHITE FROSTEA
Registration Number:	3711431	WHITE TEA ACAI SQUEEZE
Registration Number:	4546888	TEAPPUCCINO
Serial Number:	85747226	MANGO MATECCINO
Serial Number:	86006930	TEA-ÑA COLADA

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7943

Email: skowalski@vedderprice.com

Correspondent Name: Sylvia Kowalski

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	44564.00.0014 - HELMRICK
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	12/19/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made as of December 18, 2014 by **ARGO TEA, INC.**, a Delaware corporation ("Argo Tea" and the "Grantor"), in favor of **BREAKWATER CREDIT OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership, as Lender under the Credit Agreement (defined below) (the "Lender").

W I T N E S S E T H:

WHEREAS, Grantor, and/or certain of its affiliates, and Lender are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, and/or certain of its affiliates, by Lender; and

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Lender that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Lender a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, service marks, trademark registrations, service mark registrations, trademark applications and service mark applications and all extensions and renewals of the foregoing worldwide (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor, and/or certain of its affiliates, under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) all trademarks, registered trademarks, pending trademark applications, service marks, registered service marks and pending service mark applications and with respect to any and all of the foregoing worldwide: (a) all registrations and applications for the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the

goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (e) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to each trademark registration, service mark registration, trademark application and service mark application listed on Schedule A annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(ii) any and all agreements, licenses and covenants providing for the granting of any right in or to any of the Trademarks and the right to sue or otherwise recover for past, present and future infringement, dilution or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

[Signature Pages Follow]

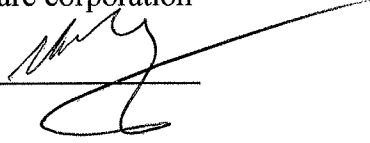
Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

ARGO TEA, INC., a Delaware corporation

By: _____
Name: Arsen Avakian
Title: President

A handwritten signature in black ink, appearing to read 'Arsen Avakian', is written over a horizontal line. The signature is stylized and extends to the right, crossing the line.

Signature Page to Trademark Security Agreement

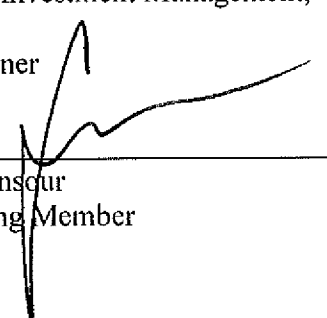
Agreed and Accepted as of the Date First
Written Above

LENDER:

**BREAKWATER CREDIT
OPPORTUNITIES FUND, L.P.**

By: Breakwater Investment Management,
LLC
Its: General Partner

By: _____
Name: Saif Mansour
Title: Managing Member



SCHEDULE A
TRADEMARKS

Filing Date	Serial Number	Registration Date	Registration Number	Mark
January 16, 2008	77-373,439	September 9, 2008	3,498,428	ARGO
April 12, 2010	85-012,075	November 23, 2010	3,879,762	ARGO COFFEE
January 16, 2008	77-373,558	September 9, 2008	3,498,430	ARGO TEA
January 18, 2008	77-375,773	December 2, 2008	3,539,708	Design
February 5, 2010	77-929,396	October 5, 2010	3,856,138	LOYALTEA
July 27, 2004	78-457,650	March 7, 2006	3,065,190	SMOOTEA
April 15, 2011	85-296,485	February 28, 2012	4,104,572	TEA + INGREDIENTS WITH PURPOSE
October 5, 2012	85-747,125	June 4, 2013	4,346,452	MOJITEA
September 20, 2012	85-734,181	June 4, 2013	4,346,073	PUMPKIN CHAI
October 5, 2012	85-747,177	June 4, 2013	4,346,454	RED VELVET
June 25, 2012	85-660,243	March 5, 2013	4,299,388	TEAMOSA
February 9, 2009	77-666,406	November 17, 2009	3,711,428	CAROLINA HONEY
August 22, 2008	77-553,770	March 31, 2009	3,598,240	CHARITEA
February 9, 2009	77-666,568	August 25, 2009	3,672,569	GREEN TEA GINGER TWIST
February 20, 2009	77-674,631	November 17, 2009	3,711,457	HIBISCUS STEAMER
February 28, 2011	85-253,063	October 4, 2011	4,036,557 (Supplemental Registration)	MANGO MATECCINO
February 9, 2009	77-666,576	September 8, 2009	3,681,758 (Supplemental Registration)	MOJITEA
February 9, 2009	77-666,465	September 15, 2009	3,684,701 (Supplemental Registration)	PUMPKIN CHAI
February 9, 2009	77-666,340	September 8, 2009	3,681,757 (Supplemental Registration)	RED VELVET
February 9, 2009	77-666,588	November 3, 2009	3,704,624	TEA SANGRIA
February 9, 2009	77-666,597	November 3, 2009	3,704,625	TEA SPARKLE
February 9, 2009	77-666,352	November 3,	3,704,622	TEA SQUEEZE

Signature Page to Trademark Security Agreement

Filing Date	Serial Number	Registration Date	Registration Number	Mark
		2009		
February 9, 2009	77-666,479	November 17, 2009	3,711,430	VALENTEA PASSION
February 9, 2009	77-666,390	November 2, 2010	3,869,064	WHITE FROSTEA
February 9, 2009	77-666,530	November 17, 2009	3,711,431	WHITE TEA ACAI SQUEEZE
September 20, 2013	86-070,769	June 10, 2014	4,546,888	TEAPPUCCINO

TRADEMARK APPLICATIONS

Filing Date	Serial Number	Registration Date	Registration Number	Mark
October 5, 2012	85-747,226	Not yet registered	Not yet registered	MANGO MATECCINO
July 10, 2013	86-006,930	Not yet registered	Not yet registered	TEA-NA COLADA