

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327422

<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>
Sun Orchard Purchaser, LLC		12/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	101 North Phillips Avenue		
<b>City:</b>	Sioux Falls		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57104		
<b>Entity Type:</b>	CORPORATION: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4478212	SUN ORCHARD	
<b>Registration Number:</b>	2918971	RENDEZVOUS BAY PREMIUM MIXERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6025308500		
<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>Email:</b>	kka@gknet.com, julie.rystad@gknet.com		
<b>Correspondent Name:</b>	Julie Rystad		
<b>Address Line 1:</b>	2575 East Camelback Road		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016		
<b>ATTORNEY DOCKET NUMBER:</b>	22343-0025		
<b>NAME OF SUBMITTER:</b>	Julie Rysatd		
<b>SIGNATURE:</b>	/Julie Rystad/		
<b>DATE SIGNED:</b>	12/29/2014		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of December 29, 2014, is made by and between Sun Orchard Purchaser, LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

### Recitals

A. The Company is the owner of all registered trademarks, material unregistered trademarks, and domain names described in Schedule A hereto.

B. The Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement.

C. As a condition to extending credit under the Credit Agreement, Wells Fargo has required that the Company execute this Agreement to evidence the security interest granted to Wells Fargo (for itself as Lender and each Bank Product Provider) in any trademarks not expressly covered by other security agreements.

ACCORDINGLY, in consideration of the agreements of Wells Fargo set forth in the Credit Agreement, the Company hereby agrees as follows:

1. Definitions. Terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Event of Default" means (i) an Event of Default, as defined in the Credit Agreement or any other credit agreement or security agreement now in existence or hereafter entered into by the Company, or (ii) any breach by the Company of any of its obligations under this Agreement.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedule A.

2. Security Interest. In order to secure the Obligations, the Company hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Credit Agreement, does hereby irrevocably grant and

create) a security interest, with power of sale to the extent permitted by law, in the Trademarks. This security interest is in any and all rights of Company that may exist or hereafter arise under any trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations, Warranties and Agreements. The Company represents and warrants that (a) the Company owns each of the trademarks and domain names listed in Schedule A, free and clear of any Lien other than Permitted Liens, and (b) the Trademarks listed in Schedule A include all trademarks owned or controlled by the Company as of the effective date hereof, excluding immaterial unregistered trademarks.

4. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to the Company by Wells Fargo, this Agreement, and the rights granted hereunder to Wells Fargo, shall be terminated upon demand by a written termination statement to the effect that Wells Fargo no longer claims a security interest under this Agreement.

5. Administration of Trademarks. Prior to the occurrence of an Event of Default, the Company may control and manage the Trademarks, and may receive and use the income, revenue, profits, and royalties that arise from the use of the Trademarks and any licenses thereunder, in the same manner and to the same extent as if this Agreement had not been entered into. The Company shall give Wells Fargo prompt notice of any change in the status of said Trademarks or the Company's rights thereunder.

6. Protection of Trademarks. The Company covenants that it will at its own expense protect, defend and maintain the Trademarks to the extent reasonably advisable in its business, and if the Company fails to do so, Wells Fargo may (but shall have no obligation to) do so in the Company's name or in Wells Fargo's name, but at the Company's expense, and the Company shall reimburse Wells Fargo in full for all expenses, including reasonable attorney's fees incurred by Wells Fargo in protecting, defending and maintaining the Trademarks. The Company further covenants that it will give notice to Wells Fargo sufficient to allow Wells Fargo to timely carry out the provisions of this paragraph.

7. Remedies. Upon the occurrence of an Event of Default, Wells Fargo may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC, or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Trademark; (c) enforce any Trademark, and any licenses thereunder; and (d) exercise or enforce any or all other rights or remedies available to Wells Fargo by law or agreement against the Trademark, against the Company or against any other person or property. If Wells Fargo shall exercise any remedy under this Agreement, the Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of thereof. For the purposes of this paragraph, the Company appoints Wells Fargo as its attorney with the right, but not the duty, to endorse such Company's name on all applications, documents, papers and instruments necessary for Wells Fargo to (i) act in its own name or enforce or use the


Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Trademark. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until satisfaction of this Agreement in accordance with paragraph 4. The Company shall reimburse Wells Fargo for all reasonable attorney's fees and expenses of all types incurred by Wells Fargo, or its counsel, in connection with the exercise of the rights of Wells Fargo under this Agreement, together with interest thereon from the date or dates the same were incurred at the Default Rate.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of the Company and Wells Fargo with respect to the Trademarks shall in all respects be governed by the Credit Agreement, the terms of which are incorporated as fully as if set forth at length herein.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the party hereto has executed this Trademark Security Agreement as of the date written above.

SUN ORCHARD PURCHASER, LLC, a Delaware limited liability company

By:   
Name: Christopher Sevel  
Its: Secretary & Treasurer

STATE OF NY )  
COUNTY OF NY )

The foregoing instrument was acknowledged before me this 22 day of December 2014, by Christopher Sevel, the Secretary & Treasurer of Sun Orchard Purchaser, LLC a Delaware limited liability company, on behalf of the company.

  
Notary Public

MARGO M. FARLEY  
Notary Public, State of New York  
Registration #01FA4891804  
Qualified in Queens County  
Commission Expires July 3, 20 15

IN WITNESS WHEREOF, Wells Fargo has executed this Copyright Security Agreement as of the date written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION

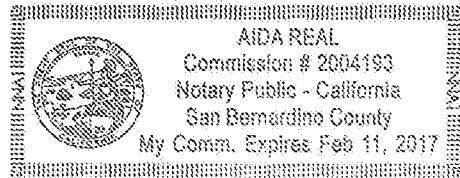
By: [Signature]  
Name: James Campbell  
Its: Vice President

STATE OF ~~ARIZONA~~ )  
 )  
COUNTY OF ~~MARICOPA~~ )

The foregoing instrument was acknowledged before me this \_\_\_ day of December 2014, by \_\_\_\_\_, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA, COUNTY OF San Bernardino  
SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME  
ON THIS 24 DAY OF December 14  
BY: James Campbell  
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE  
TO BE THE PERSON(S) WHO APPEARED BEFORE ME.  
[Signature]  
NOTARY PUBLIC



**Schedule A**

**Patents**

None.

**Registered Trademarks**

<b>Mark</b>	<b>Country/ State</b>	<b>Status</b>	<b>Appl. No.</b>	<b>Reg. No.</b>	<b>Owner</b>
Sun Orchard	U.S.	Registered	N/A	4478212	Sun Orchard, Inc.
RENDEZVOUS BAY PREMIUM MIXERS	U.S.	Registered	78317041	2918971	Sun Orchard, Incorporated
GRAB A SQUEEZE FROM THE TREES	U.S. State (Arizona)	Renewed	N/A	36867	Sun Orchard, Inc.
SUN ORCHARD	U.S. State (Florida)	Renewed	N/A	T95000000669	Sun Orchard of Florida, Inc.
SUN ORCHARD	U.S. State (Arizona)	Renewed	N/A	34636	Sun Orchard, Inc.
GRAB A SQUEEZE FROM THE TREES	Canada	Registered	800132	TMA471437	Sun Orchard, Inc.

\*Rendezvous Bay Premium Mixers is a discontinued line. It has no value and there is no intent to revitalize the line.

**Material Unregistered Trademarks**

Sun Orchard Juicery  
fresh ideas grown here

**Trade Names**

Sun Orchard, Inc.  
Sun Orchard of Florida, Inc.  
Sun Orchard Brand – no longer in use  
Sun Orchard Juicery – used but not registered

**Registered Copyrights**



None.

**Domain Names**

Domain Name Registrant Organization Registration Date

www.sunorchard.com Sun Orchard 1997-01-29

www.productinfo.sunorchard.com

www.blog.sunorchard.com

\*www.sunorchardrendezvousbay.com Sun Orchard 2005-06-21

\*Domain Name is no longer used. Line has been discontinued. There is no intent to revitalize.