

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331206

<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>
B&W QUALITY GROWERS, LLC		01/23/2015	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITALSOUTH PARTNERS SBIC FUND III, L.P., AS AGENT		
<b>Street Address:</b>	4201 Congress Street, Suite 360		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28209		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85489154	B & W GOURMET FARMS	
<b>Serial Number:</b>	75073988	B&W	
<b>Serial Number:</b>	85492810	IT'S ALL ABOUT THE FLAVOR	
<b>Serial Number:</b>	75192143	SILVER STAR WATERCRESS	
<b>Serial Number:</b>	85478573	THE SUPER LEAF WATERCRESS RICH IN VITAMI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	18414/009		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	02/05/2015		

CH \$140.00 85489154

**Total Attachments: 4**

source=017 Trademark Security Agreement (Capitala-BW)#page1.tif

source=017 Trademark Security Agreement (Capitala-BW)#page2.tif

source=017 Trademark Security Agreement (Capitala-BW)#page3.tif

source=017 Trademark Security Agreement (Capitala-BW)#page4.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of January 23, 2015, is made by each of the signatories hereto (the "Grantors") in favor of CAPITALSOUTH PARTNERS SBIC FUND III, L.P., having its principal place of business at 4201 Congress Street, Suite 360, Charlotte, North Carolina 28209, as Agent (together with any successor thereto, the "Agent"), under the Subordinated Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Loan Agreement"), among TENDER GREENS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), B&W QUALITY GROWERS, LLC, a Florida limited liability company ("B&W" and together with Holdings, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto and the Agent.

WHEREAS, pursuant to the Subordinated Loan Agreement, the Lenders have severally agreed to make a term loan to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors and the other grantors thereunder have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Agent a security interest in, inter alia, certain Intellectual Property, including those Trademarks set forth on Exhibit A that constitute Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the Grantors agrees, for the benefit of the Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Subordinated Loan Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. Each of the Grantors hereby grants a continuing security interest in, all of such Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) (collectively, the "Trademark Collateral"), to the Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set

forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature Page Follows]*




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as if the day and year first above written.

**GRANTOR:**

**B&W QUALITY GROWERS, LLC**

By:   
Name: Derek A. McDowell  
Title: President

**TRADEMARK  
REGISTRATIONS AND APPLICATIONS**

<u>Owner</u>	<u>Serial No. or Registration No.</u>	<u>Issue or File Date (Renewal Date, If Applicable</u>	<u>Mark</u>
B&W Quality Growers, LLC	85-489154	December 7, 2011	B & W GOURMET FARMS and Design 
B&W Quality Growers, LLC	75-073988	March 18, 1996	B&W and Design 
B&W Quality Growers, LLC	85-492810	December 12, 2011	IT'S ALL ABOUT THE FLAVOR
B&W Quality Growers, LLC	75-192143	November 4, 1996	SILVER STAR Watercress 
B&W Quality Growers, LLC	85-478573	November 22, 2011	THE SUPER LEAF WATERCRESS RICH IN VITAMINS A, C & K FLAVORFUL POWERHOUSE and Design 