

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIT & FRESH, INC.		03/02/2015	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	ACADEMY BANK, a division of Armed Forces Bank, N.A.		
Street Address:	1111 MAIN, SUITE 1600		
City:	KANSAS CITY		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	1090565	POCKET-PACK	
Registration Number:	1080388	VITA MINDER	
Registration Number:	1127543	THE VITAMIN CHEST	
Registration Number:	1980929	MEDPORT	
Registration Number:	3587967	FIT & FRESH	
Registration Number:	3587968	FIT & FRESH	
Registration Number:	3587969	FIT & FRESH	
Registration Number:	3513554	SMART PORTION	
Registration Number:	3488169	LIV FIT & FRESH PURE	
Registration Number:	3878416	POD	
Registration Number:	3621799	LIV PURE	
Registration Number:	3679620	FIT & FRESH	
Registration Number:	3874868	CLEANTEK	
Registration Number:	3506348	FIT & FRESH	
Registration Number:	3121829	FIT & FRESH	
Registration Number:	3309945	FIT & HEALTHY	
Registration Number:	4026854	FIT FRESH	
Registration Number:	4026855	FIT FRESH MAKE EVERY DAY BETTER	
Registration Number:	4123230	DUAL TOOL	

OP \$990.00 1090565

Property Type	Number	Word Mark
Registration Number:	4173848	FIT FRESH DUAL TOOL UTENSIL SET
Registration Number:	4238788	FRESH STARTS
Registration Number:	4238793	FRESH STARTS
Registration Number:	4239058	LUNCH LAUNCHERS
Registration Number:	4339648	DIP N' DUNK
Registration Number:	4347626	L.O.T.G.
Registration Number:	4343579	FRESH SELECTS
Registration Number:	4343820	JAXX
Serial Number:	85708956	THERMACOLD
Registration Number:	4334947	COOL COOLERS
Registration Number:	4539676	STAK PAK
Serial Number:	85914552	JAXX MIXER
Registration Number:	4459245	FIT & HEALTHY
Registration Number:	4653916	YUM BUDDIES
Registration Number:	4543430	MEN AT LUNCH
Registration Number:	4642482	AIRGEL3
Serial Number:	86538890	SMART STYLE COLLECTION
Serial Number:	86296366	JAXX
Serial Number:	86418048	FIT 4 LUNCH
Serial Number:	86499472	SANDWICH & SNACK PAKS

CORRESPONDENCE DATA

Fax Number: 8165317545

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: (816) 460-2400

Email: brian.mcginley@dentons.com, anita.hansen@dentons.com

Correspondent Name: Brian R. McGinley

Address Line 1: Dentons US LLP

Address Line 2: P. O. Box 061080

Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER: 70021350-0127-F&F (BRM)

NAME OF SUBMITTER: Brian R. McGinley

SIGNATURE: /brian r mcginley/

DATE SIGNED: 03/09/2015

Total Attachments: 17

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) dated as of March 2, 2015, is made by **FIT & FRESH, INC.**, an Indiana corporation (the “**Grantor**”), in favor of **ACADEMY BANK**, a division of Armed Forces Bank, N.A. (together with its successors and assigns, “**Grantee**”).

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Grantee to make certain loans and other financial accommodations to Grantor; and (ii) for the grant by Grantor to Grantee of a security interest in Grantor’s assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, copyrights, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor (intending to be legally bound hereby) agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure prompt payment of any and all of the Liabilities in accordance with the terms and conditions of the Loan Agreement and the other Loan Documents and in order to secure prompt performance by Grantor of each of its covenants and duties under the Loan Agreement and the other Loan Documents, Grantor hereby grants to Grantee a continuing security interest in, all of Grantor’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, rights in the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “**Patent**” and, collectively, as the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “**Trademark**” and, collectively, as the “**Trademarks**”); and

(iii) rights under or interests in any patent, trademark, or copyright license agreements with any other Person (to the extent a security interest may be granted in such rights without violating the terms of any such license agreement; with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Grantor and any other Person, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Grantor’s rights thereunder are referred to collectively as the “**Licenses**”); and

(iv) the goodwill of Grantor’s business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Grantor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “**Trade Secrets**”).

Notwithstanding any of the above to the contrary, the following property of Grantor shall not be deemed to be Intellectual Property subject to the grant herein: any right, title or interest in

any permit, license or any contractual obligation entered into by Grantor (A) that validly prohibits the creation by Grantor of a security interest or Lien thereon or requires the consent of any Person other than Grantor which consent has not been obtained as a condition to the creation of such security interest or Lien or which would be breached or give any party the right to terminate it as a result of creation of such security interest or Lien, or (B) to the extent that any law applicable thereto prohibits the creation of a security interest or Lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other law.

3. Representations and Warranties. Grantor hereby represents and warrants to Grantee, which representations and warranties shall survive the execution and delivery of this Security Agreement, that:

(i) None of the issued patents, patent applications, registered trademarks, trademark applications, registered copyrights or copyright applications necessary for the operation of the Grantor's business (collectively, the "**Material Registered Intellectual Property**") has been adjudged invalid or unenforceable nor has any such Material Registered Intellectual Property been cancelled (except for those denoted as lapsed or abandoned as set forth in the Exhibits), in whole or in part, and each such Material Registered Intellectual Property is presently subsisting (except for those denoted as lapsed or abandoned as set forth in the Exhibits);

(ii) None of the Intellectual Property necessary for the operation of the Grantor's business (collectively, the "**Material Intellectual Property**") infringes upon the rights or property of any other Person or is currently being challenged in any way;

(iii) There are no pending or, to the knowledge of the Grantor, threatened claims, litigation, proceedings or other investigations regarding any of the Material Intellectual Property;

(iv) Each of the Material Intellectual Property (except for those denoted as lapsed or abandoned as set forth in the Exhibits) is valid and enforceable, and the Grantor has adopted reasonably adequate precautions to protect its Trade Secrets necessary for the operation of Grantor's business (collectively, "**Material Trade Secrets**") from unauthorized or accidental disclosure;

(v) Except as permitted under the Loan Agreement, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Material Registered Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Grantor not to sue third Persons (except as set forth in Exhibit B);

(vi) Grantor has adopted, used and is currently using all of the Trademarks necessary for the operation of the Grantor's business (collectively, "**Material Trademarks**"), and, to the knowledge of Grantor, Grantor's use thereof does not infringe the intellectual property rights of any person or entity;

(vii) Grantor has no written notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Material Intellectual Property;

(viii) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer or manager of Grantor, and this Security Agreement is a legally enforceable obligation of Grantor except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights of creditors generally, or by general principles of equity;

(ix) To the Grantor's knowledge, no trademark opposition or cancellation proceedings have been filed in the prior three years with the United States Patent and Trademark Office against any of the Material Trademarks; and

(x) The Licenses necessary for the operation of the Grantor's business (collectively, the "**Material Licenses**"), complete copies of which have been provided to Grantor, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect and general principles of equity). Each of the Material Licenses is in full force and effect and has not been amended or abrogated and to the Grantor's knowledge, there is no material default under any of the Licenses.

4. Restrictions on Future Agreements. Except as otherwise permitted pursuant to the Loan Agreement, Grantor agrees that until all Liabilities shall have been satisfied and paid in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, which shall not be unreasonably withheld, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under the Material Intellectual Property, or enter into any other agreement with respect to the Material Intellectual Property, and Grantor further agrees that it shall not knowingly take any action or knowingly permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or knowingly fail to take any action, which would materially adversely affect the validity or enforcement of the rights Grantee with respect to Material Intellectual Property subject to this Security Agreement, other than in the ordinary course of business.

5. New Intellectual Property. Grantor hereby represents and warrants to Grantee that the Intellectual Property listed on Exhibits A, B and D, respectively, constitute all of the Material Registered Intellectual Property now owned by Grantor. Grantor hereby represents and warrants to Grantee that the Intellectual Property listed on Exhibit C constitute all of the Material Licenses now owned by Grantor. If, before all Liabilities shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Material Registered Intellectual Property of which Grantor has not previously informed Grantee, (ii) obtain rights to any Material Registered Intellectual Property, or (iii) become entitled to the benefit of any Material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Grantee written notice thereof with each Compliance Certificate delivered by

Grantor to Grantee pursuant to the Loan Agreement. Grantor hereby authorizes Grantee to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Material Intellectual Property, and Grantee may file or refile this Security Agreement with the U.S Patent and Trademark Office and U.S. Copyright Office. Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary to record or preserve Grantee's interest in all Material Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Material Intellectual Property collaterally assigned hereunder, and (ii) the payment in full of all Liabilities and the termination of the Loan Agreement. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the rights of Grantee to use the Material Intellectual Property shall be as extensive as the rights of Grantor to use such Material Intellectual Property, and without any liability for royalties or other related charges from Grantee to Grantor, solely for the purpose of completing production of, advertising for sale and selling any Material Intellectual Property.

7. Grantee's Right to Inspect; Trademark Quality Control. To the extent permitted by the Loan Agreement, Grantee shall have the right, from time to time during normal business hours and upon prior notice to Grantor, to inspect Grantor's premises and to examine Grantor's books, records and operations, including, without limitation, Grantor's quality control processes. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Material Trademarks are used, consistent with the quality of said products (as determined by Grantor in its commercially reasonable business judgment) and (ii) to provide Grantee, upon Grantee's reasonable request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing.

8. Release of Security Agreement. Upon the payment in full of the Liabilities (other than contingent indemnification Liabilities) and the termination of any commitment to extend any financial accommodations under the Loan Agreement, this Security Agreement shall terminate, and Grantee shall execute and deliver such documents and instruments and take such further action reasonably requested by Grantor, at Grantor's expense, as shall be necessary to evidence termination of the security interest granted by Grantor to Grantee hereunder.

9. Expenses. All reasonable costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Grantee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Material Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Material Intellectual Property, shall be borne by and paid by Grantor upon receipt of written demand by Grantee and if not paid within five (5) Business Days, shall bear interest at the default rate of interest set forth in the Loan Agreement.

10. Duties of Grantor. Grantor shall have the duty to the extent commercially reasonable and in Grantor's good faith business judgment, desirable: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Liabilities (other than contingent indemnification Liabilities) shall have been paid in full and the Loan Agreement has been terminated, (ii) except as otherwise provided in the Loan Agreement, to preserve and maintain all rights in the Material Intellectual Property (including, but not limited to, with respect to Material Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Grantor in its Material Trademarks), and (iii) to ensure that the Material Registered Intellectual Property is and remains enforceable. Grantor shall not knowingly or unreasonably abandon any right to file a material patent, trademark or service mark application, or abandon any pending patent application, or any other Material Intellectual Property, unless Grantor, in the exercise of its commercially reasonable business judgment determines that such abandonment will not materially and adversely affect its business.

11. Grantee's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, only after Grantee has tendered notice to Grantor of Grantee's desire to initiate such suit and Grantor has declined in writing to itself pursue such suit, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Grantee in aid of such enforcement.

12. Waivers. No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the Grantor and the Grantee.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Grantee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint

any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Intellectual Property, or (ii) take any other actions with respect to the Material Intellectual Property as Grantee deems in its commercially reasonable judgment to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Liabilities shall have been paid in full (other than contingent indemnification Liabilities) and the Loan Agreement has been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Missouri.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its successors, nominees and assigns; provided, however, Grantor shall not assign this Security Agreement or any of Grantor's Liabilities hereunder without the prior written consent of Grantee.

17. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Missouri, without regard to choice of law or conflict of law principles.

18. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. Any fax signature shall be deemed to be as legally enforceable and effective as a signed original.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Grantee shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this Security Agreement will be filed by the Grantee with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office, at the sole cost and expense of Grantor.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

21. Reserved.

22. Venue: Jury Trial Waiver.


(i) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF JACKSON, STATE OF MISSOURI OR, AT THE SOLE OPTION OF GRANTEE, IN ANY OTHER COURT IN WHICH GRANTEE SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(ii) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO GRANTEE, GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH GRANTEE ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. GRANTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has duly executed this Intellectual Property Security Agreement in favor of Grantee, as of the date first written above.

FIT & FRESH, INC., an Indiana corporation

By: 
Name: Scot Swenberg
Title: _____

Agreed and Accepted
as of _____, 2015

ACADEMY BANK, a division of Armed Forces Bank, N.A.

By: _____
Judson Stanion, Senior Vice President

Intellectual Property Security Agreement
Signature Page

TRADEMARK
REEL: 005473 FRAME: 0784

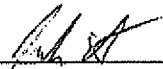
IN WITNESS WHEREOF, Grantor has duly executed this Intellectual Property Security Agreement in favor of Grantee, as of the date first written above.

FIT & FRESH, INC., an Indiana corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
as of March 2, 2015

ACADEMY BANK, a division of Armed Forces Bank, N.A.

By:  _____
Judson Stanion, Senior Vice President

Intellectual Property Security Agreement
Signature Page

TRADEMARK
REEL: 005473 FRAME: 0785

EXHIBIT A

PATENTS

Patent Number	Title	Inventors	Filing Date
7,052,471	DIGITAL THERMOMETER FOR MEASURING BODY TEMPERATURE	Sherin B. Lussier, Melinda F. Penney, Dalita R. Tomellini	Apr. 16, 2003
7,060,037	DIGITAL THERMOMETER FOR MEASURING BODY TEMPERATURE	Sherin B. Lussier, Melinda F. Penney, Dalita R. Tomellini	May 8, 2002
7,475,564	CONTAINER WITH SEALED COOLANT	Kristin W. Kagen	Oct. 3, 2006
7,810,651	WATER BOTTLE WITH FILTRATION FEATURE	Charles W. Miga, Jr.	Dec. 10, 2007
8,672,164	DRINKING VESSEL WITH ATMOSPHERIC ASSIST VALVE	Vanessa Honeyghan	Mar. 11, 2011
D377,861	INHALER CARRYING CASE	Jeffrey M. Jacober	Feb. 21, 1996
D449,733	MEDICATION DISPENSER	Jeffrey M. Jacober, Douglas F. Melville, Jr.	Aug. 7, 2000
D449,762	BLENDER	Jeffrey M. Jacober, Douglas F. Melville, Jr.	Oct. 2, 2000
D454,754	BLENDER TOP	Jeffrey M. Jacober, Douglas F. Melville, Jr.	Jul. 30, 2001
D490,327	THERMOMETER	Sherin B. Lussier, Melinda F. Penney, Dalita R. Tomellini	Nov. 21, 2002
D504,625	EAR THERMOMETER	David W. Crossley, Steven A. Boris	Apr. 10, 2003
D523,369	INFORMATION BRACELET	Jeffrey M. Jacober, David W. Crossley, Steven A. Boris	Aug. 26, 2004
D526,414	BLOOD PRESSURE MONITOR	Jeffrey M. Jacober, Stephen Lane, Aidan Petrie, Marco Wo	Nov. 22, 2004
D554,951	FOLDABLE SPOON	Beth McGrath	Jan. 25, 2007
D562,084	FOLDABLE FORK	Beth McGrath	Jan. 25, 2007
D611,807	FOOD STORAGE CONTAINER WITH CONTAINED FREEZER BLOCK	Charles W. Miga, Jr.	Mar. 12, 2009
D632,918	SHAKER CUP	Rachael Gordon	Jan. 21, 2010
D658,014	COMBINED CUP AND	Charles W. Miga, Jr.	May 31, 2011

	CLOSURE		
D675,872	HAND-HELD MIXER AGITATOR	Dustin R. Avila, Jessica DeSiena	Jun. 5, 2012

PATENT PUBLICATIONS

Publication Number	Title	Inventors	Filing Date
2013/0233855	SEALABLE CONTAINER FOR HOUSEHOLD USE	Jessica DeSiena	Feb. 26, 2013
2013/0343148	AGITATOR FOR FOOD AND BEVERAGE MIXER	Dustin R. Avila, Jessica DeSiena	Jun. 22, 2012

PATENT APPLICATIONS

Serial Number	Title	Inventors	Filing Date
14/166,977	HOT COLD INSULATED FOOD SERVICE ASSEMBLY	Maureen Carroll, Alyssa Enderle, Michael E. Docherty, and Brian Gyoerkoe	Jan. 29, 2014
Canada 2,868,702	SAME	Same	Oct. 27, 2014
Australia 2014/262,257	SAME	Same	Nov. 14, 2014
New Zealand	SAME	Same	Nov. 14, 2014

UNPUBLISHED PATENT APPLICATIONS

Serial Number	Title	Inventors	Filing Date
29/492,439	HYDRATION BOTTLE	Jesse A. Kane	May 30, 2014
29/503,618	TOTE BAG	Katherine M. Dika	Sept. 29, 2014

EXHIBIT B

TRADEMARK REGISTRATIONS

Mark	Country of Registration	Serial Number	Reg. Number	Live/Dead
POCKET-PACK	U.S.	73/101,632	1,090,565	LIVE
VITA MINDER	U.S.	73/102,434	1,080,388	LIVE
THE VITAMIN CHEST	U.S.	73/165,979	1,127,543	LIVE
MEDPORT (DESIGN)	U.S.	74/680,057	1,980,929	LIVE
FIT & FRESH	U.S.	77/204,409	3,587,967	LIVE
FIT & FRESH	U.S.	77/204,412	3,587,968	LIVE
FIT & FRESH	U.S.	77/204,418	3,587,969	LIVE
SMART PORTION	U.S.	77/210,902	3,513,554	LIVE
LIV FIT & FRESH PURE (DESIGN)	U.S.	77/374,159	3,488,169	LIVE
POD	U.S.	77/400,027	3,878,416	LIVE
LIV PURE (DESIGN)	U.S.	77/442,394	3,621,799	LIVE
FIT & FRESH	U.S.	77/679,151	3,679,620	LIVE
CLEANTEK	U.S.	77/915,856	3,874,868	LIVE
FIT & FRESH	U.S.	77/975,855	3,506,348	LIVE-TBA
FIT & FRESH	U.S.	78/481,842	3,121,829	LIVE
FIT & HEALTHY	U.S.	78/943,297	3,309,945	LIVE
FIT FRESH (DESIGN)	U.S.	85/037,480	4,026,854	LIVE
FIT FRESH MAKE EVERY DAY BETTER (DESIGN)	U.S.	85/037,569	4,026,855	LIVE
DUAL TOOL	U.S.	85/280,143	4,123,230	LIVE
FIT FRESH DUAL TOOL UTENSIL SET (DESIGN)	U.S.	85/281,312	4,173,848	LIVE
FRESH STARTS	U.S.	85/390,072	4,238,788	LIVE
FRESH STARTS (DESIGN)	U.S.	85/390,530	4,238,793	LIVE
LUNCH LAUNCHERS	U.S.	85/446,379	4,239,058	LIVE

Mark	Country of Registration	Serial Number	Reg. Number	Live/Dead
DIP N' DUNK	U.S.	85/539,748	4,339,648	LIVE
L.O.T.G.	U.S.	85/541,287	4,347,626	LIVE
FRESH SELECTS	U.S.	85/551,311	4,343,579	LIVE
JAXX	U.S.	85/582,068	4,343,820	LIVE
THERMACOLD	U.S.	85/708,956		DEAD
COOL COOLERS	U.S.	85/756,506	4,334,947	LIVE
STAK PAK (DESIGN)	U.S.	85/876,382	4,539,676	LIVE
JAXX MIXER	U.S.	85/914,552		DEAD
FIT & HEALTHY	U.S.	85/966,351	4,459,245	LIVE
YUM BUDDIES	U.S.	86/049,206	4,653,916	LIVE
MEN AT LUNCH	U.S.	86/101,468	4,543,430	LIVE
AIRGEL3 (DESIGN)	U.S.	86/126,479	4,642,482	LIVE
VITA MINDER	Canada	420,908	234,136	LIVE
MEDPORT	Canada	843,162	526,751	LIVE
FIT & FRESH	South Africa	2008/20362	2008/20362	LIVE
SMART PORTION	South Africa	2008/20363	2008/20363	LIVE

TRADEMARK APPLICATIONS

Mark	Country of Registration	Serial Number	File Date
FIT & FRESH	Australia	1648705	(filed 9-24-14)
FIT & FRESH	Canada	1693725	(filed 9-12-14)
FIT & FRESH	Mexico	1547275	(filed 11-10-14)
FIT & FRESH	Mexico	1547276	(filed 11-10-14)
FIT & FRESH	New Zealand	1007483	(filed 10-23-14)
SMART STYLE COLLECTION	U.S.	86/538,890	(filed 2-18-15)
JAXX	U.S.	86/296,366	(filed 5-30-14)
FIT 4 LUNCH	U.S.	86/418,048	(filed 10-8-14)
SANDWICH & SNACK PAKS	U.S.	86/499,472	(filed 1-9-15)

UNREGISTERED TRADEMARKS

Mark
LUNCH PAK CARRIER
LITTLE DIPPER
CAFÉ PORTIONS
THERMAFOIL
GET JACKED WITH JAXX
BACK TO PRESCHOOL
MEAL 2 GO
BLOCK BUDDIES
YUM BUDDIES
ADULT INSUL LUNCH BAGS

REGISTERED DOMAIN NAMES:

www.oceangrp.com
www.medportinc.com
www.medportllc.com
www.vitaminder.com
www.fit-fresh.com
www.fit-fresh.xxx
www.jaxxfitness.com
www.jaxxshaker.com
www.jaxxshakercup.com
www.thejaxxshaker.com
www.shopfitandfresh.com

EXHIBIT C

LICENSES

Licensors	Licensee	Subject matter	Date	Term
Aquasense, LLC	Grantor	Avon Personal Water Bottle with Filtration	August 2007	Termination or Expiration of Patent
I O Bag Inc.	Grantor	Pocketbook With Interchangeable Covers Interchangeable Handbag Carry System	August 13, 2014	3.5 Years
Jordan Outdoor Enterprises, Ltd.	Grantor	RealTree	April 1, 2014	3 Years
Premier Prints, Inc.	Grantor	Insulated Bag	May 5, 2011	Discontinuance of MEDport sales of licensed product
Michael Peter Shields	Grantor	Dispensers for Small Objects	July 11, 2006	Termination or Expiration of Patent
Sierra Housewares, Inc.	Grantor	Food Service Heat Retention Device	May 18, 2011	Termination or Expiration of Patent

EXHIBIT D
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None.