

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lemon-X Corporation		03/20/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	FirstMerit Bank, N.A., as Agent		
Street Address:	222 N. LaSalle Street, 12th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4403157	HEALTHY TREND	
Registration Number:	3231538	GARDEN ACRES	
Registration Number:	3514080	SUN VALLEY	
Registration Number:	3181685	ICEBERRY BLUE	
Registration Number:	2866649		
Registration Number:	2860136	LEMON-X THE BARTENDERS MIX	
Registration Number:	2860135	LEMON-X BIB	
Registration Number:	2794816	EL LORO	
Registration Number:	2610676	PLANTERS GROVE	
Registration Number:	2631021	LEMON-X	
Registration Number:	2613993	MARY'S DEVIL	
Registration Number:	2529240	CARE TREE	
Registration Number:	1917409	GROWERS FANCY	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		

OP \$340.00 4403157

Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E, Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6795.010

NAME OF SUBMITTER: Sharon Patterson

SIGNATURE: /sharon patterson/

DATE SIGNED: 03/23/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 20th day of March, 2015 by LEMON-X CORPORATION, a New York corporation ("Grantor"), in favor of FIRSTMERIT BANK, N.A., as administrative agent (the "Agent") for the Lenders (as hereinafter defined):

W I T N E S S E T H

WHEREAS, Grantor, Juice Tyme, Inc., a Wisconsin corporation ("Juice Tyme"; together with Grantor, collectively, the "Borrowers" and, each individually, a "Borrower") the Agent and the lenders from time to time party thereto (the "Lenders") are parties to a certain Third Amended and Restated Credit and Security Agreement of even date herewith (as the same may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to the Agent, for its benefit, the benefit of the Lenders, the benefit of the Issuer and the benefit of each of their respective affiliates, a lien upon and security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor 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. Incorporation of Credit Agreement. The Credit 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 Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to the Agent, for its benefit, the benefit of the Lenders, the benefit of the Issuer and the benefit of each of their respective affiliates, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing lien upon and security interest in Grantor's entire right, title and interest in and to the following (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 or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to the Agent that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the commitments of the Lenders under the Credit Agreement to lend shall have been terminated, Grantor shall not, without the prior written consent of the Agent, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement; provided, however, that Grantor may grant a license of any Trademark in the ordinary course of its business, so long as the applicable licensee is not an Affiliate of Grantor, the consideration for such license paid to Grantor is a fair market rate and such license is part of a commercially reasonable transaction.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such additional product quality controls as the Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the commitments of the Lenders to lend under the Credit Agreement shall have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed the Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to the Agent prompt written notice thereof. Grantor hereby authorizes the Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Except as otherwise expressly provided in the Credit Agreement, Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, and (iii) ensure that the Trademarks are and remain enforceable.

8. The Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. The Agent hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes the Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Agent as the Agent 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 the Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as the Agent deems to be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor

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 Grantor's Obligations shall have been paid in full and the Lenders' commitments under the Credit Agreement to lend have been terminated. Grantor hereby further acknowledges and agrees that the use by the Agent of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from the Agent to Grantor.

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

LEMON-X CORPORATION

By: Alex Guiva
Its: Chairman

Agreed and Accepted
As of the Date First Written Above

FIRSTMERIT BANK, N.A., as Agent

By: _____
Its: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005483 FRAME: 0430

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

LEMON-X CORPORATION

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

FIRSTMERIT BANK, N.A., as Agent

By: _____
Its: _____

SCHEDULE A

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
Healthy Trend	85843928	Registered	4403157	9/17/13
Garden Acres	78739689	Registered	3231538	4/17/07
Sun Valley	78619413	Registered	3514080	10/7/08
Iceberry Blue	78506653	Registered	3181685	12/5/06
[Design Only]	78215012	Registered	2866649	7/27/04
Lemon-X the Bartenders Mix	78215006	Registered	2860136	7/6/04
Lemon-X Bib	78214991	Registered	2860135	7/6/04
El Loro	78184349	Registered	2794816	12/16/03
Planters Grove	76279746	Registered	2610676	8/20/02
Lemon-X	76279531	Registered	2631021	10/8/02
Mary's Devil	76079597	Registered	2613993	9/3/02
Care Tree	76023235	Registered	2529240	1/15/02
Growers Fancy	74379153	Registered	1917409	9/5/95