

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336751

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST - TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HARVEST HILL BEVERAGE COMPANY		03/31/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW SPECIAL SITUATIONS, LLC, as Collateral Agent		
<b>Street Address:</b>	200 Clarendon Street, 51st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86422965	JUICY JUICE SPLASHERS	
<b>Serial Number:</b>	86422972	JUICY JUICE	
<b>Serial Number:</b>	86432252	JUICY JUICE TEASERS	
<b>Serial Number:</b>	86533944	GOODNESS MADE JUICY	
<b>Serial Number:</b>	86533943	THE HAPPY COMES STRAIGHT FROM THE FRUIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>	(212) 756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	Scott Kareff		
<b>Address Line 1:</b>	Schulte Roth & Zabel, 919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	059182.0045		
<b>NAME OF SUBMITTER:</b>	Scott Kareff		
<b>SIGNATURE:</b>	/RS for SK/		
<b>DATE SIGNED:</b>	03/31/2015		

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**Total Attachments: 4**

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## ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

WHEREAS, Harvest Hill Beverage Company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated July 1, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Special Situations, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest - - Trademarks to be duly executed by its officer thereunto duly authorized as of March 31 2015.

HARVEST HILL BEVERAGE COMPANY

By:   
Name: Ian B. MacTaggart  
Title: Vice President

Trademark Security Agreement


**TRADEMARK**  
**REEL: 005489 FRAME: 0282**

SCHEDULE A TO ASSIGNMENT OF SECURITY INTEREST -- TRADEMARKS

**Trademarks and Trademark Applications**

Owned by Harvest Hill Beverage Company

**1. Registered Trademarks**

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
HARVEST HILL BEVERAGE COMPANY	Colombia	JUCY JUICE and Design (Color) 	491736	3/20/2013	9/16/2014

**2. Trademark Applications**

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Application or Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
HARVEST HILL BEVERAGE COMPANY	UNITED STATES	JUCY JUICE SPLASHERS	86/422965	10/14/2014	N/A
HARVEST HILL BEVERAGE COMPANY	UNITED STATES	JUCY JUICE	86/422972	10/14/2014	N/A
HARVEST HILL BEVERAGE COMPANY	UNITED STATES	JUCY JUICE TEASERS	86/432252	10/23/2014	N/A
HARVEST HILL BEVERAGE COMPANY	UNITED STATES	GOODNESS MADE JUCY	86/533944	2/12/2015	N/A
HARVEST HILL BEVERAGE	UNITED	THE HAPPY COMES	86/533943	2/12/2015	N/A

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
COMPANY	STATES	STRAIGHT FROM THE FRUIT			