

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344172

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tropical Smoothie Cafe, LLC		05/30/2015	LIMITED LIABILITY COMPANY: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	BIP Lender, LLC, as Agent
<b>Street Address:</b>	3575 Piedmont Road, NE
<b>Internal Address:</b>	Building 15, Suite 730
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30305
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	86518474	AVOCOLADA SMOOTHIE
Serial Number:	86102179	DESTINATION FLAVOR
Serial Number:	86518375	DRINK YOUR BREAKFAST
Registration Number:	3517255	EAT BETTER. FEEL BETTER.
Serial Number:	86522189	ISLAND GREEN
Serial Number:	86518350	KIWI QUENCHER
Registration Number:	3613114	NATIONAL FLIP FLOP DAY
Serial Number:	86415388	ROASTED FRUIT SMOOTHIES
Serial Number:	86415396	ROASTED SMOOTHIES
Serial Number:	86518387	TOTALLY GREEN
Registration Number:	2103370	TROPICAL SMOOTHIE
Registration Number:	2892598	TROPICAL SMOOTHIE CAFÉ
Registration Number:	4253918	TROPICAL SMOOTHIE CAFÉ
Registration Number:	2763722	TROPICAL SMOOTHIE CAFE
Registration Number:	2918995	TROPICAL SMOOTHIE CAFÉ
Serial Number:	86065647	TROPICAL SMOOTHIE CAFE
Serial Number:	86582007	TROPICAL SMOOTHIE CAFE
Serial Number:	86518383	UNBEETABLE BERRY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3287599	EAT BETTER. FEEL BETTER.
<b>CORRESPONDENCE DATA</b>		
Fax Number:	4043226050	
<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:	404-322-6655	
Email:	bess.brown@nelsonmullins.com	
Correspondent Name:	Elizabeth Brown	
Address Line 1:	201 17th Street NW	
Address Line 2:	Suite 1700	
Address Line 4:	Atlanta, GEORGIA 30363	
ATTORNEY DOCKET NUMBER:	33096-09039	
NAME OF SUBMITTER:	Elizabeth Brown	
SIGNATURE:	/Elizabeth Brown/	
DATE SIGNED:	06/10/2015	
<b>Total Attachments: 5</b>		
source=Trademark Security Agreement#page1.tif		
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2015, made by TROPICAL SMOOTHIE CAFÉ, LLC, a Georgia limited liability company (the “**Grantor**”) in favor of BIP LENDER, LLC, a Delaware limited liability company, as Agent (in such capacity, the “**Agent**”) for the Lenders referred to below.

### INTRODUCTION

The Grantor is a party to that certain Senior Credit Agreement dated of the date hereof (as amended from time to time, the “**Credit Agreement**”) by and among the Grantor, the Lenders a party thereto (the “**Lenders**”) and the Agent.

The Grantor will execute a Security Agreement (the “**Security Agreement**”) dated as of the date hereof in favor of Agent, for the benefit of the Secured Parties, to secure the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to extend the financial accommodations contemplated by the Credit Agreement, the Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

#### Section 1. DEFINED TERMS.

Secured Parties. The collective reference to Agent and the Lenders.

Trademarks. (i) All registered trademarks, trade names, trade dress, service marks and other source or business identifiers including, without limitation, word marks, design marks and other types of marks, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all extensions or renewals thereof.

Trademark License. Any agreement providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

Section 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), as

collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:


- (a) all of its Trademarks;
- (b) all of its Trademark Licenses;
- (c) all renewals or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on Next Pages]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

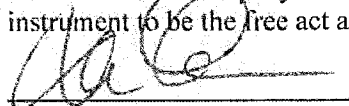
TROPICAL SMOOTHIE CAFÉ, LLC,  
a Georgia limited liability company

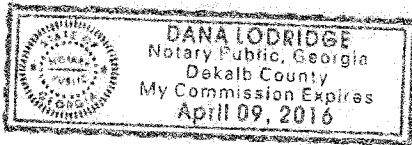
By:   
Name: Mike Rotondo  
Title: Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA )  
 ) ss.  
COUNTY OF FULTON )

On this 18<sup>th</sup> day of May, 2015 before me personally appeared Mike Rotondo, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TROPICAL SMOOTHIE CAFÉ, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

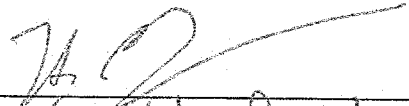


[Tropical Smoothie - Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005549 FRAME: 0557**

ACCEPTED AND ACKNOWLEDGED BY:

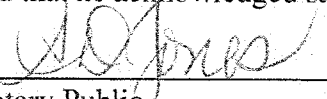
BIP LENDER, LLC, as Agent

By:   
Name: Scott Pressly  
Title: Manager

ACKNOWLEDGMENT OF AGENT

STATE OF Georgia )  
COUNTY OF Gulton ) ss.

On this 9<sup>TH</sup> day of May, 2015 before me personally appeared Scott Pressly, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BIP LENDER, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

  
Notary Public

ANJINETTA D. JONES  
NOTARY PUBLIC, ROCKDALE COUNTY GEORGIA  
MY COMMISSION EXPIRES MARCH 20, 2018

[Tropical Smoothie - Trademark Security Agreement]

TRADEMARK

REEL: 005549 FRAME: 0558

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Intellectual Property

Trademarks

Country	Mark	Filing Date/ Reg. Date	App. No./Reg. No.
USA	Avocolada Smoothie	29-Jan-2015	86/518,474
USA	Destination Flavor	25-Oct-2013	86/102,179
USA	Drink Your Breakfast	29-Jan-2015	86/518,375
USA	Eat Better. Feel Better.	22-Nov-2006 04-Sep-2007	77/050119 3287599
USA	Eat Better. Feel Better. and Design	27-Mar-2007 14-Oct-2008	77/141571 3517255
USA	Island Green	03-Feb-2015	86/522,189
USA	Kiwi Quencher	29-Jan-2015	86/518,350
USA	National Flip Flop Day	09-Jul-2007 28-Apr-2009	77/224824 3613114
USA	Roasted Fruit Smoothies	06-Oct-2014	86/415,388
USA	Roasted Smoothies	06-Oct-2014	86/415,396
USA	Totally Green	29-Jan-2015	86/518,387
USA	Tropical Smoothie	15-Oct-1996 07-Oct-1997	75/181290 2103370
USA	Tropical Smoothie Café'	27-Jan-2003 12-Oct-2004	76/485193 2892598
USA	Tropical Smoothie Café (Curved Stylized)	22-Apr-2012 04-Dec-2012	85/604,771 4,253,918
USA	Tropical Smoothie Café and Design (Black & White)	13-Jun-2002 16-Sep-2003	76/420094 2763722
USA	Tropical Smoothie Cafe and Design (Color)	18-Nov-2003 18-Jun-2005	78/329739 2918995
USA	Tropical Smoothie Cafe New Logo (Color)	16-Sep-2013	86/065,647
USA	Tropical Smoothie Cafe Stylized Color	31-Mar-2015	86/582,007
USA	Unbeetable Berry	29-Jan-2015	86/518,383
Canada	Tropical Smoothie Cafe	14-Apr-2014	1672688
Canada	Tropical Smoothie Café and Design	03-Jul-2002 28-Sep-2005	1145814 TMA649181
Canada	Tropical Smoothie Café Logo	21-Apr-2014	1673465