

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aliments Fontaine Santé Inc		03/25/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Caisse Centrale Desjardins		
Street Address:	1170 Peel Street		
City:	Montréal, Québec		
State/Country:	CANADA		
Postal Code:	H3B 0A1		
Entity Type:	administrative agent: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3953687	FOUNTAIN OF HEALTH	
Registration Number:	4706928	EATING WELL IS SO NATURAL	
CORRESPONDENCE DATA			
Fax Number:	2022801177		
<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:	904 247-2620		
Email:	eastdocket@holleymenker.com		
Correspondent Name:	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
Address Line 1:	PO BOX 331937		
Address Line 4:	ATLANTIC BEACH, FLORIDA 32233		
ATTORNEY DOCKET NUMBER:	2633.0000		
NAME OF SUBMITTER:	James R. Menker		
SIGNATURE:	/jmenker/		
DATE SIGNED:	06/29/2015		
Total Attachments: 5			
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CONFIRMATORY TRADEMARK SECURITY AGREEMENT

THIS CONFIRMATORY TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2015, is made by Aliments Fontaine Santé (formerly 9211101 Canada Inc.), a corporation constituted in accordance with the laws of Canada (the "Grantor"), in favour of Caisse centrale Desjardins, as administrative agent and collateral agent pursuant to the terms of the Credit Agreement referred to below (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 25, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Grantor, the Agent and the financial institutions parties thereto, as lenders (in such capacity, together with their successors and permitted assigns, the "Lenders"), the Lenders have agreed to grant credit facilities to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Deed of Hypothec dated March 23, 2015 in favour of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Document");

WHEREAS the Grantor and the Agent are desirous of recording the Security Document and the additional security created hereunder in the Trademark Collateral (as hereinafter defined) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to make the credit facilities to the Grantor thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of such Grantor to the Agent and the Lenders (including in their capacity of Hedging Lenders and Bank Product Lenders) under the Credit Agreement, Hedging Agreements and Banking Products, hereby mortgages, pledges and hypothecates (for the purposes of the laws of Québec for an amount of Cdn. \$120,000,000 bearing interest at a rate of 25% per annum as set out in the Security Agreement) to the Agent, and grants to the Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor (the "Trademark Collateral");

(a) all of its trademarks and all IP licenses providing for the grant by or to the Grantor of any right under any trademark (each a "Trademark"), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Document. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the hypothec and security interest granted to Agent pursuant to the Security Document and the Grantor hereby acknowledges and agrees 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 Document, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder, provided that to the extent that the laws of any jurisdiction govern the validity and perfection of the security constituted hereunder, the domestic laws of such jurisdiction shall govern those issues.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

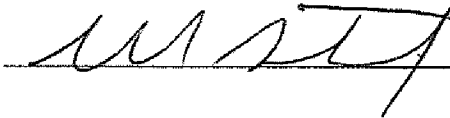
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

ALIMENTS FONTAINE SANTÉ INC.
as Grantor

By: 
Name: _____
Title:

ACCEPTED AND AGREED
as of the date first above written:

CAISSE CENTRALE DESARDINS
as Agent

By:  _____

Name: **Mathieu Talbot**
Title: **Directeur, Structure et Syndication**
Director, Loan Structuring & Syndication

By:  _____

Name: **Dominique Parizeau**
Title: **Directeur général**
Gestion du Portefeuille, Grandes Entreprises
Managing Director
Portfolio Management, Corporate Banking

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS



Serial Number	Registration Number	Date
85000522	3953687	05/03/2011

EATING WELL IS SO NATURAL

Serial Number	Registration Number	Date
86265489	4706928	03/24/2015