

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Honest Kitchen Inc.		06/19/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NewStar Business Credit, LLC		
Street Address:	8401 N. Central Expressway, Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Serial Number:	86556329	BRAVE	
Serial Number:	86555813	PROPER TOPPERS	
Serial Number:	86524298	MARVEL	
Serial Number:	86524295	SPARKLE BARS	
Serial Number:	86396119	THE HONEST KITCHEN	
Serial Number:	86396098	PEP-UP TONIC	
Serial Number:	86396111	THE HONEST KITCHEN	
Registration Number:	4692615	PETS DESERVE PROPER FOOD	
Registration Number:	4692616	PRO BLOOM	
Serial Number:	86342727	SPARKLES	
Serial Number:	86340101	NOTIONS	
Registration Number:	4682196	BEAMS	
Registration Number:	4682192	KINDLY	
Registration Number:	4682191	HALE	
Registration Number:	4682190	HALCYON	
Serial Number:	86321295	PEOPLE FOOD THAT'S GOOD FOR PETS	
Serial Number:	85959844	POSTER PET	
Registration Number:	4657052	QUICKIES	
Serial Number:	85959837	MIRACLES	

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Property Type	Number	Word Mark
Serial Number:	85959838	WONDERS
Serial Number:	85959840	MARVELS
Registration Number:	4657053	SMITTENS
Serial Number:	85792164	THE HONEST KITCHEN CONCIERGE
Registration Number:	4562232	BESPOKE BLENDS
Registration Number:	4350149	THE HONEST KITCHEN
Serial Number:	85759329	THE HONEST KITCHEN TRUE STORIES
Registration Number:	4505689	LOVE
Registration Number:	4199605	ZEAL
Registration Number:	4199606	WISHES
Registration Number:	4199607	GRACE
Registration Number:	4199608	PAWLANTHROPY
Registration Number:	4211016	QUIET TEA
Registration Number:	4211015	EASY PEESY TEA
Registration Number:	4258138	BESPOKE BLENDS
Registration Number:	3752208	PET FOOD WITH PASSION AND PRINCIPLES
Registration Number:	3564476	PERFECT FORM
Registration Number:	3656717	ICE PUPS
Registration Number:	3564479	PECKS
Registration Number:	3554095	NUZZLES
Registration Number:	3564477	SPARKLE
Registration Number:	3681043	KEEN
Registration Number:	3553819	FORCE
Registration Number:	3553821	VERVE
Registration Number:	3553823	PROWL
Registration Number:	3553822	PREFERENCE
Registration Number:	3556741	EMBARK
Registration Number:	3553710	THRIVE
Registration Number:	2908697	THE HONEST KITCHEN
Registration Number:	3687208	LITHE

CORRESPONDENCE DATA

Fax Number: 8043447999

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: 804-788-8331

Email: HWITM@hunton.com

Correspondent Name: Stephen P. Demm - Hunton & Williams LLP

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza - East Tower

TRADEMARK

REEL: 005588 FRAME: 0044

Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER: 73306.49

NAME OF SUBMITTER: Stephen P. Demm

SIGNATURE: /Stephen P. Demm/

DATE SIGNED: 07/30/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

June 19, 2015

WHEREAS, THE HONEST KITCHEN INC. ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain of its affiliates, the lenders party thereto and NewStar Business Credit, LLC, as administrative agent ("Secured Party") have entered into that certain Loan and Security Agreement dated as of June 19, 2015 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

GRANTOR:

THE HONEST KITCHEN, INC.

By: 
Name: Lucy Postins
Title: Chief Executive Officer

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC,
as administrative agent

By: _____
Name: Tanner J. Pump
Title: Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

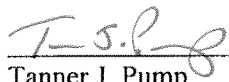
GRANTOR:

THE HONEST KITCHEN, INC.



By: _____
Name: _____
Title: _____

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC,
as administrative agent

By:  _____
Name: Tanner J. Pump
Title: Vice President

Schedule 1
to Trademark
Security Agreement

Mark	Owner	Serial or Reg. No.
BRAVE	The Honest Kitchen, Inc.	86/556,329
PROPER TOPPERS	The Honest Kitchen, Inc.	86/555,813
MARVEL	The Honest Kitchen, Inc.	86/524,298
SPARKLE BARS	The Honest Kitchen, Inc.	86/524,295
	The Honest Kitchen, Inc.	86/396,119
PEP-UP TONIC	The Honest Kitchen, Inc.	86/396,098
	The Honest Kitchen, Inc.	86/396,111
PETS DESERVE PROPER FOOD	The Honest Kitchen, Inc.	4,692,615
PRO BLOOM	The Honest Kitchen, Inc.	4,692,616
SPARKLES	The Honest Kitchen, Inc.	86/342,727
NOTIONS	The Honest Kitchen, Inc.	86/340,101
BEAMS	The Honest Kitchen, Inc.	4,682,196
KINDLY	The Honest Kitchen, Inc.	4,682,192
HALE	The Honest Kitchen, Inc.	4,682,191
HALCYON	The Honest Kitchen, Inc.	4,682,190
PEOPLE FOOD THAT'S GOOD FOR PETS	The Honest Kitchen, Inc.	86/321,295
POSTER PET	The Honest Kitchen, Inc.	85/959,844
QUICKIES	The Honest Kitchen, Inc.	4,657,052
MIRACLES	The Honest Kitchen, Inc.	85/959,837
WONDERS	The Honest Kitchen, Inc.	85/959,838
MARVELS	The Honest Kitchen, Inc.	85/959,840
SMITTENS	The Honest Kitchen, Inc.	4,657,053

THE HONEST KITCHEN CONCIERGE	The Honest Kitchen, Inc.	85/792,164
BESPOKE BLENDS	The Honest Kitchen, Inc.	4,562,232
THE HONEST KITCHEN	The Honest Kitchen, Inc.	4,350,149
THE HONEST KITCHEN TRUE STORIES	The Honest Kitchen, Inc.	85/759,329
LOVE	The Honest Kitchen, Inc.	4,505,689
ZEAL	The Honest Kitchen, Inc.	4,199,605
WISHES	The Honest Kitchen, Inc.	4,199,606
GRACE	The Honest Kitchen, Inc.	4,199,607
PAWLANTHROPY	The Honest Kitchen, Inc.	4,199,608
QUIET TEA	The Honest Kitchen, Inc.	4,211,016
EASY PEESY TEA	The Honest Kitchen, Inc.	4,211,015
BESPOKE BLENDS	The Honest Kitchen, Inc.	4,258,138
PET FOOD WITH PASSION AND PRINCIPLES	The Honest Kitchen, Inc.	3,752,208
LITHE	The Honest Kitchen, Inc.	3,687,208
PERFECT FORM	The Honest Kitchen, Inc.	3,564,476
ICE PUPS	The Honest Kitchen, Inc.	3,656,717
PECKS	The Honest Kitchen, Inc.	3,564,479
NUZZLES	The Honest Kitchen, Inc.	3,554,095
SPARKLE	The Honest Kitchen, Inc.	3,564,477
KLEEN	The Honest Kitchen, Inc.	3,681,043
FORCE	The Honest Kitchen, Inc.	3,553,819
VERVE	The Honest Kitchen, Inc.	3,553,821
PROWL	The Honest Kitchen, Inc.	3,553,823
PREFERENCE	The Honest Kitchen, Inc.	3,553,822
EMBARK	The Honest Kitchen, Inc.	3,556,741
THRIVE	The Honest Kitchen, Inc.	3,553,710
THE HONEST KITCHEN	The Honest Kitchen, Inc.	2,908,697