

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kehe Distributors, LLC		09/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
Nature's Best Distribution, LLC		09/15/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Plentiful Planet Brands, LLC		09/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
Tree of Life, LLC		09/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4665603	KEHE SOLUTIONS	
Registration Number:	4536928	KENDALL ROSE	
Registration Number:	4525806	BONAVITA	
Registration Number:	4616240	HARMONY FARMS	
Serial Number:	86672836	LENS A KEHE SOLUTION	
Serial Number:	86418629	CADIA	
Serial Number:	86418659	CADIA ABUNDANCE OF SIMPLICITY	
Serial Number:	86670917	SPRING HAVEN FARMS	
Serial Number:	86434104	SPRING HAVEN FARMS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			

CH \$240.00 4665603

Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 330 N. Wabash Avenue, Suite 2800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 035909-0037

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 09/18/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 15, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a U.S. Pledge and Security Agreement dated as of August 6, 2013 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

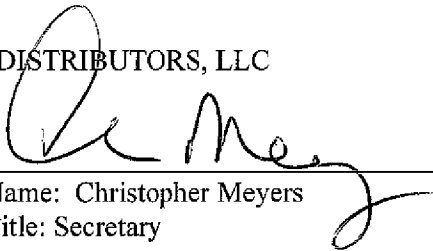
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

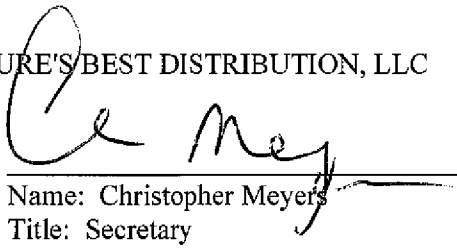
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KEHE DISTRIBUTORS, LLC

By: 
Name: Christopher Meyers
Title: Secretary

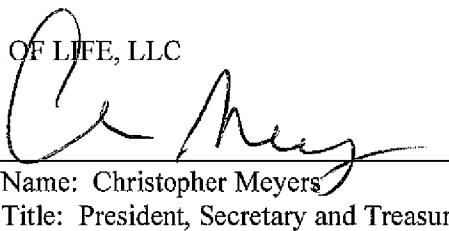
NATURE'S BEST DISTRIBUTION, LLC

By: 
Name: Christopher Meyers
Title: Secretary


PLENTIFUL PLANET BRANDS, LLC

By: 
Name: Christopher Meyers
Title: Secretary

TREE OF LIFE, LLC

By: 
Name: Christopher Meyers
Title: President, Secretary and Treasurer

Accepted and Agreed:
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Lindsay R. Griffard
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]





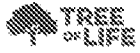
TRADEMARK
REEL: 005626 FRAME: 0115

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Kehe Distributors, LLC	KEHE SOLUTIONS	06-JAN-2015	4665603
Plentiful Planet Brands, LLC	KENDALL ROSE	27-MAY-2014	4536928
Tree of Life, LLC	BONAVITA	06-MAY-2014	4525806
Tree of Life, LLC	HARMONY FARMS	07-OCT-2014	4616240

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Kehe Distributors, LLC	MADE WITH	24-JUN-2015	86672819
Kehe Distributors, LLC	LENS A KEHE SOLUTION 	24-JUN-2015	86672836
Nature's Best Distribution, LLC	CADIA 	08-OCT-2014	86418629
Nature's Best Distribution, LLC	CADIA ABUNDANCE OF SIMPLICITY 	08-OCT-2014	86418659
Plentiful Planet Brands, LLC	SPRING HAVEN FARMS 	23-JUN-2015	86670917
Plentiful Planet Brands, LLC	SPRING HAVEN FARMS	24-OCT-2014	86434104
Plentiful Planet Brands, LLC	CONSULATE	26-AUG-2014	86376925
Tree of Life, LLC	TREE OF LIFE 	07-NOV-2014	86447695