

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IT'SUGAR LLC		10/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NEW MOUNTAIN FINANCE SBIC, L.P.		
Street Address:	787 Seventh Avenue, 48th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4611945	IT'SUGAR	
Registration Number:	3984117	S	
Registration Number:	3357537	IT'SUGAR	
Registration Number:	3399718	IT'SUGAR	
Registration Number:	3293277	IT'SCREAM	
Registration Number:	4476145	BEAR KEG	
Registration Number:	4249969	BYOB	
Registration Number:	4218621	IT'SWEET	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	65 Livingston Avenue		
Address Line 4:	ROSELAND, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	25721.111		
NAME OF SUBMITTER:	Vanessa A. Ignacio		

CH \$215.00 4611945

SIGNATURE:	/Vanessa A. Ignacio/
DATE SIGNED:	10/23/2015
Total Attachments: 6 source=It's Sugar TM Assignment#page1.tif source=It's Sugar TM Assignment#page2.tif source=It's Sugar TM Assignment#page3.tif source=It's Sugar TM Assignment#page4.tif source=It's Sugar TM Assignment#page5.tif source=It's Sugar TM Assignment#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 23, 2015, by and between ITSUGAR LLC, a Delaware limited liability company ("Grantor"), in favor of NEW MOUNTAIN FINANCE SBIC, L.P., a Delaware limited partnership, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 23, 2015, by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (together with all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement, dated as of October 23, 2015, by and among Grantor, the other grantors party thereto, and Administrative Agent (together with all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against, all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants Administrative Agent, for the benefit of the Secured Parties, a continuing first-priority security interest in, and lien on, all of Grantor's presently existing or hereafter acquired right, title, and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as Grantor begins to use such trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests in the Trademarks and related 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.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature page follows]

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

IT'SUGAR LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

NEW MOUNTAIN FINANCE SBIC, L.P.,
as Administrative Agent


By: _____

Name: _____

Title: _____

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

IT'SUGAR LLC,
a Delaware limited liability company

By: 
Name: Jeff Rubin
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

NEW MOUNTAIN FINANCE SBIC, L.P.,
as Administrative Agent

By: _____
Name: _____
Title: _____

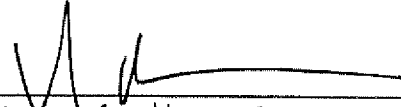
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ITSUGAR LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

NEW MOUNTAIN FINANCE SBIC, L.P.,
as Administrative Agent

By:  _____
Name: Robert A. Hamwee
Title: Principal

Schedule A

Registered Trademarks

TRADEMARK	FILING DATE	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
ITSUGAR	06/08/2010	Registration No. 4,611,945	09/30/2014
S AND DESIGN	06/08/2010	Registration No. 3,984,117	06/28/2011
ITSUGAR stylized	12/12/2005	Registration No. 3,357,537	12/18/2007
ITSUGAR	12/09/2005	Registration No. 3,399,718	03/18/2008
IT'SCREAM	12/28/2006	Registration No. 3,293,277	09/18/2007
BEAR KEG	2/14/2013	Registration No. 4,476,145	1/28/2014
BYOB	04/13/2012	Registration No. 4,249,969	11/27/2012
IT'SWEET	01/24/2011	Registration No. 4,218,621	10/02/2012