

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tropical Nut & Fruit Co.		11/17/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	6805 Morrison Blvd., Suite 100		
Internal Address:	c/o Regions Business Capital		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	bank: ALABAMA		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	4589748	TRULY GOOD FOODS	
Registration Number:	4589747	TGF TRULY GOOD FOODS	
Registration Number:	4589746	WHO COULD SAY NO TO TRULY GOOD?	
Registration Number:	4061343	RECHARGE	
Registration Number:	3499133	DIET DELIGHT	
Registration Number:	3314880	BUFFALO NUTS	
Registration Number:	3086758	GRABEEZ	
Registration Number:	2914585	TROPICAL FOODS FROM EVERYDAY TO GOURMET	
Registration Number:	3100054	STUDENT FOOD	
Registration Number:	3080664	PALATABLE PLEASURES	
Registration Number:	2773676	TROPICAL FOODS FROM EVERYDAY TO GOURMET	
Registration Number:	3656875	MEXICALI FIRE	
Registration Number:	3630387	PB&J MIX	
Registration Number:	3630281	FIVE STAR NUT MIX	
Registration Number:	3630280	FIRECRACKER HOT & SPICY	
Registration Number:	3630187	JUST NUTTY	
Registration Number:	3642412	WILD ABOUT WASABI	
Registration Number:	3615129	THE BIG CHEESE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3597856	CINNAMON SPLENDOR
Registration Number:	3590806	AH! SOY
Registration Number:	3590804	ORIENTAL DELIGHT
Registration Number:	3590803	BANANA SPLIT
Registration Number:	3668560	SOUTH OF THE BORDER
Registration Number:	3586392	SWEET CAROLINE
Registration Number:	3586391	FRENCH QUARTER BLEND
Registration Number:	3586995	BERRY-IFIC
Registration Number:	3827688	FIBER FIRST
Registration Number:	3781078	FIRECRACKER
Registration Number:	3978669	MY SALAD BAR
Registration Number:	3719566	AWESOME ANTIOXIDANT
Registration Number:	3677655	FRUITBERRY BASKET
Registration Number:	4113394	BERRY GOOD
Registration Number:	3632736	CHRISTILLE BAY
Registration Number:	3712764	ORGANIC ACRES
Registration Number:	3712763	YORK'S HARVEST
Registration Number:	3425479	BUFFALO NUTS WE PUT A KICK IN THE NUTS!
Registration Number:	3351406	WE PUT A KICK IN THE NUTS
Registration Number:	3300871	SNACKS ON THE FLY
Registration Number:	3300869	

CORRESPONDENCE DATA

Fax Number: 7043395928

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: 7043311074

Email: FEW-PTOTMCorrespondence@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street, Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	034999.009
NAME OF SUBMITTER:	F. Emmett Weindruch
SIGNATURE:	/F. Emmett Weindruch/
DATE SIGNED:	11/17/2015

Total Attachments: 6

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SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of November 17, 2015, made by the undersigned ("Company"), to and in favor of REGIONS BANK ("Lender"), pursuant to a certain Loan and Security Agreement, dated of even date herewith, between the Company (among other parties identified as a "Borrower" therein) and Lender (as it may be amended or modified from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

WITNESSETH:

RECITALS.

- A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lender proposes to make certain loans and/or grant certain other financial accommodations to the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, the Company has granted to the Lender a security interest in the property described therein as Collateral therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in the Property (as hereinafter defined);

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

- 1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications 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; including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds arising from the licensing of the foregoing.

- 2. As security for all of the Obligations, the Company hereby grants a security interest to the Lender in all of its right, title and interest in, to and under the following (collectively, the "Property"):

- (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the

Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and


(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the security interest set forth above shall not be effective as a transfer of title to the Property unless and until the Lender exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in the Property, and until such time the Company shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business, selling the Property in the ordinary course of business and enforcing its rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business other than Property that the Company, in its reasonable business judgment, has decided to abandon, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Property 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.
4. This Agreement shall terminate upon termination of the Loan Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Loan Agreement.
5. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark not in existence on the date hereof, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule I to include any future Trademarks covered by Section 2 or by this Section 5.
6. The Company further agrees that (a) the Lender shall not have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE JURISDICTION, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE JURISDICTION.

IN WITNESS WHEREOF, the Company hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

TROPICAL NUT & FRUIT CO. (SEAL)

By: 
Name: John Bauer
Title: President

SCHEDULE I

REGISTERED U.S. TRADEMARKS

Jurisdiction	Mark	Reg. No.	Reg. Date	Registered Owner
USA	TRULY GOOD FOODS	4,589,748	8/19/2014	Tropical Nut & Fruit Co.
USA	TGF TRULY GOOD FOODS & Design	4,589,747	8/19/2014	Tropical Nut & Fruit Co.
USA	WHO COULD SAY NO TO TRULY GOOD	4,589,746	8/19/2014	Tropical Nut & Fruit Co.
USA	RECHARGE	4,061,343	11/22/2011	Tropical Nut & Fruit Co.
USA	DIET DELIGHT	3,499,133	9/9/2008	Tropical Nut & Fruit Co.
USA	BUFFALO NUTS	3,314,880	10/16/2007	Tropical Nut & Fruit Co.
USA	GRABEEZ	3,086,758	4/25/2006	Tropical Nut & Fruit Co.
USA	TROPICAL FOODS FROM EVERYDAY TO GOURMET & Design	2,914,585	12/28/2004	Tropical Nut & Fruit Co.
USA	STUDENT FOOD	3,100,054	6/6/2006	Tropical Nut & Fruit Co.
USA	PALATABLE PLEASURES	3,080,664	4/11/2006	Tropical Nut & Fruit Co.
USA	TROPICAL FOODS FROM EVERYDAY TO GOURMET	2,773,676	10/14/2003	Tropical Nut & Fruit Co.
USA	MEXICALI FIRE	3,656,875	7/21/2009	Tropical Nut & Fruit Co.
USA	PB&J MIX	3,630,387	6/2/2009	Tropical Nut & Fruit Co.
USA	FIVE STAR NUT MIX	3,630,281	6/2/2009	Tropical Nut & Fruit Co.
USA	FIRECRACKER HOT & SPICY	3,630,280	6/2/2009	Tropical Nut & Fruit Co.

USA	JUST NUTTY	3,630,187	6/2/2009	Tropical Nut & Fruit Co.
USA	WILD ABOUT WASABI	3,642,412	6/23/2009	Tropical Nut & Fruit Co.
USA	THE BIG CHEESE	3,615,129	5/5/2009	Tropical Nut & Fruit Co.
USA	CINNAMON SPLENDOR	3,597,856	3/31/2009	Tropical Nut & Fruit Co.
USA	AH! SOY	3,590,806	3/17/2009	Tropical Nut & Fruit Co.
USA	ORIENTAL DELIGHT	3,590,804	3/17/2009	Tropical Nut & Fruit Co.
USA	BANANA SPLIT	3,590,803	3/17/2009	Tropical Nut & Fruit Co.
USA	SOUTH OF THE BORDER	3,668,560	8/18/2009	Tropical Nut & Fruit Co.
USA	SWEET CAROLINE	3,586,392	3/10/2009	Tropical Nut & Fruit Co.
USA	FRENCH QUARTER BLEND	3,586,391	3/10/2009	Tropical Nut & Fruit Co.
USA	BERRY-IFIC	3,586,995	3/10/2009	Tropical Nut & Fruit Co.
USA	FIBER FIRST	3,827,688	8/3/2010	Tropical Nut & Fruit Co.
USA	FIRECRACKER	3,781,078	4/27/2010	Tropical Nut & Fruit Co.
USA	MY SALAD BAR	3,978,669	6/14/2011	Tropical Nut & Fruit Co.
USA	AWESOME ANTIOXIDANT	3,719,566	12/1/2009	Tropical Nut & Fruit Co.
USA	FRUITBERRY BASKET	3,677,655	9/1/2009	Tropical Nut & Fruit Co.
USA	BERRY GOOD	4,113,394	3/20/2012	Tropical Nut & Fruit Co.
USA	CHRISTILLE BAY	3,632,736	6/2/2009	Tropical Nut & Fruit Co.
USA	ORGANIC ACRES	3,712,764	11/17/2009	Tropical Nut & Fruit Co.
USA	YORK'S HARVEST	3,712,763	11/17/2009	Tropical Nut & Fruit Co.

USA	BUFFALO NUTS WE PUT A KICK IN THE NUTS! & Design	3,425,479	5/13/2008	Tropical Nut & Fruit Co.
USA	WE PUT A KICK IN THE NUTS	3,351,406	12/11/2007	Tropical Nut & Fruit Co.
USA	SNACKS ON THE FLY	3,300,871	10/2/2007	Tropical Nut & Fruit Co.
USA	Bee Design	3,300,869	10/2/2007	Tropical Nut & Fruit Co.

PENDING U.S. TRADEMARK APPLICATIONS

None