

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lemon-X Corporation		10/30/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FirstMerit Bank, N.A., as Agent		
<b>Street Address:</b>	222 N. LaSalle Street, 12th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2529240	CARE TREE	
<b>Registration Number:</b>	2794816	EL LORO	
<b>Registration Number:</b>	3231538	GARDEN ACRES	
<b>Registration Number:</b>	1917409	GROWERS FANCY	
<b>Registration Number:</b>	3181685	ICEBERRY BLUE	
<b>Registration Number:</b>	2631021	LEMON-X	
<b>Registration Number:</b>	2860135	LEMON-X BIB	
<b>Registration Number:</b>	2860136	LEMON-X THE BARTENDERS MIX	
<b>Registration Number:</b>	2866649		
<b>Registration Number:</b>	2613993	MARY'S DEVIL	
<b>Registration Number:</b>	2610676	PLANTERS GROVE	
<b>Registration Number:</b>	4403157	HEALTHY TREND	
<b>Registration Number:</b>	4481748	COCO TROPICS	
<b>Serial Number:</b>	86750005	TIKI TROPICS	
<b>Registration Number:</b>	3463709	TROPICS	
<b>Registration Number:</b>	4809611	TROPICS REFRESHERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$415.00 2529240

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-201-3865  
**Email:** sharon.patterson@goldbergkohn.com  
**Correspondent Name:** Sharon Patterson, Paralegal  
**Address Line 1:** Goldberg Kohn Ltd., 55 E. Monroe St.  
**Address Line 2:** Ste. 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6795.010
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<b>NAME OF SUBMITTER:</b>	Sharon Patterson
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<b>SIGNATURE:</b>	/sharon patterson/
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<b>DATE SIGNED:</b>	11/23/2015
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**Total Attachments: 7**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of October, 2015 by LEMON-X CORPORATION, a New York corporation ("Grantor"), in favor of FIRSTMERIT BANK, N.A., as administrative agent (the "Agent") for the Lenders (as hereinafter defined):

### WITNESSETH

WHEREAS, Grantor, Juice Tyme, Inc., a Wisconsin corporation ("Juice Tyme"; together with Grantor, collectively, the "Borrowers" and, each individually, a "Borrower") the Agent and the lenders from time to time party thereto (the "Lenders") are parties to a certain Third Amended and Restated Credit and Security Agreement dated as of March 20, 2015 (as the same has been and hereafter may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to the Agent, for its benefit, the benefit of the Lenders, the benefit of the Issuer and the benefit of each of their respective affiliates, a lien upon and security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to the

Agent, for its benefit, the benefit of the Lenders, the benefit of the Issuer and the benefit of each of their respective affiliates, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing lien upon and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to the Agent that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the commitments of the Lenders under the Credit Agreement to lend shall have been terminated, Grantor shall not, without the prior written consent of the Agent, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement; provided, however, that Grantor may grant a license of any Trademark in the ordinary course of its business, so long as the applicable licensee is not an Affiliate of Grantor, the consideration for such license paid to Grantor is a fair market rate and such license is part of a commercially reasonable transaction.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish

such additional product quality controls as the Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the commitments of the Lenders to lend under the Credit Agreement shall have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed the Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to the Agent prompt written notice thereof. Grantor hereby authorizes the Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Except as otherwise expressly provided in the Credit Agreement, Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, and (iii) ensure that the Trademarks are and remain enforceable.

8. The Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 8.


9. Cumulative Remedies; Power of Attorney. The Agent hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes the Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as the Agent deems to be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Lenders' commitments under the Credit Agreement to lend have been terminated. Grantor hereby further acknowledges and agrees that the use by the Agent of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from the Agent to Grantor.

10. Amendment and Restatement. This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security

Agreement dated as of March 20, 2015, by Grantor in favor of Agent (the "Original Trademark Security Agreement"), and shall not act as a termination, release or novation of the Original Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LEMON-X CORPORATION

By:   
Its: **Christopher McRorie**  
**Vice President, General Counsel & Secretary**

Agreed and Accepted  
As of the Date First Written Above

FIRSTMERIT BANK, N.A., as Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

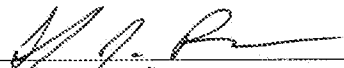
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LEMON-X CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

FIRSTMERIT BANK, N.A., as Agent

By:   
Its: Vice President



**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Trademark Registration Number</b>	<b>Registration Date</b>
CareTree	2,529,240	1/15/2002
El Loro	2,794,816	12/16/2003
Garden Arcres	2,31,538	4/17/2007
Growers Fancy	1,917,409	9/5/1995
Iceberry Blue	3,181,685	12/5/2006
Lemon-X	2,631,021	10/8/2002
Lemon-X BIB	2,860,135	7/6/2004
Lemon-X The Bartenders	2,860,136	7/6/2004
Man in the Moon	2,866,649	7/27/2004
Mary's Devil	2,613,993	9/3/2002
Planters Grove	2,610,676	8/20/2002
Healthy Trend	4,403,157	9/17/2013
Coco Tropics	4481748	2/11/14
Tiki Tropics	N/A (Serial Number 86750005	N/A (Application Filed 9/8/15)
Tropics	3463709	7/8/08
Tropics	EU Reg. Number 11649035	6/12/14
Tropics Refreshers	4809611	9/8/15
Tropics Mixology and Design	Peru Reg. Number 0605392- 2015	8/20/15
<b>[Design Only]</b>	2866649	7/27/04