

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRC Balance, LLC		12/07/2015	LIMITED LIABILITY COMPANY: Delaware
RECEIVING PARTY DATA			
Name:	Wok Member LLC		
Street Address:	7676 East Pinnacle Road		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	LIMITED LIABILITY COMPANY:		Delaware
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4578821	KALE-AID	
Registration Number:	4497563	JUBY TRUE	
Registration Number:	4052881	TRUE FOOD KITCHEN	
Registration Number:	4049211	TRUE FOOD KITCHEN	
Registration Number:	3961181	TRUE FOOD KITCHEN GLOBALLY INSPIRED CUIS	
Registration Number:	3688743	TRUE FOOD KITCHEN	
Registration Number:	3620741	TRUE FOOD	
Serial Number:	86442705	TFK	
Serial Number:	85895277	BOTTLE ROCKET COFFEE HOUSE	
Serial Number:	85894214	BOTTLE ROCKET COFFEE HOUSE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Trevor Harris		
Address Line 1:	208 South LaSalle -Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		

OP \$265.00 4578821

NAME OF SUBMITTER:	Trevor Harris
SIGNATURE:	/Michael Barys/
DATE SIGNED:	12/08/2015
Total Attachments: 6 source=Executed IP Security Agreement with Cover Sheet#page1.tif source=Executed IP Security Agreement with Cover Sheet#page2.tif source=Executed IP Security Agreement with Cover Sheet#page3.tif source=Executed IP Security Agreement with Cover Sheet#page4.tif source=Executed IP Security Agreement with Cover Sheet#page5.tif source=Executed IP Security Agreement with Cover Sheet#page6.tif	

Intellectual Property Security Agreement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 7, 2015, (this "Agreement"), by FRC Balance, LLC (individually, the "Grantor") in favor of Wok Member LLC, as lender (the "Secured Party").

Reference is made to that certain Senior Secured Revolving Promissory Note, dated as of December 7, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Note"; the terms defined therein being used herein as therein defined), among the Grantor and the Secured Party. Consistent with the requirements set forth in the Note, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Note.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Note, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Secured Party, its successors and permitted assigns, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all trademarks, including the trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all patents, including the patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all copyrights, including the copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Note. In the event of any conflict between the terms of this Agreement and the Note, the terms of the Note shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first above written.

FRC BALANCE, LLC
as Borrower

By: True Food Management LLC, its manager

By: 
Name: Richard Federico
Title: Chief Executive Officer

SCHEDULE I - TRADEMARKS

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
FRC Balance, LLC	4578821	KALE-AID
FRC Balance, LLC	4497563	JUBY TRUE
FRC Balance, LLC	4052881	TRUE FOOD KITCHEN
FRC Balance, LLC	4049211	TRUE FOOD KITCHEN
FRC Balance, LLC	3961181	TRUE FOOD KITCHEN GLOBALLY INSPIRED CUISINE
FRC Balance, LLC	3688743	TRUE FOOD KITCHEN
FRC Balance, LLC	3620741	TRUE FOOD

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NO.	TRADEMARK
FRC Balance, LLC	86442705	TFK
FRC Balance, LLC	85895277	BOTTLE ROCKET COFFEE HOUSE
FRC Balance, LLC	85894214	BOTTLE ROCKET COFFEE HOUSE

SCHEDULE II - PATENTS

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

SCHEDULE III - COPYRIGHTS

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE