

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LS Holding Company I, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
LS Merger Sub, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Little Sprouts Holding, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
Little Sprouts, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
LS APTG, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	100 Franklin Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4529557	BUDDING SCHOLARS	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	tadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2004945-0039		
NAME OF SUBMITTER:	Daniel L. Scales		

OP \$40.00 4529557

SIGNATURE:	/daniel l. scales/
DATE SIGNED:	03/02/2016
Total Attachments: 7 source=9. Little Sprouts - OpCo Trademark Security Agreement (executed)#page1.tif source=9. Little Sprouts - OpCo Trademark Security Agreement (executed)#page2.tif source=9. Little Sprouts - OpCo Trademark Security Agreement (executed)#page3.tif source=9. Little Sprouts - OpCo Trademark Security Agreement (executed)#page4.tif source=9. Little Sprouts - OpCo Trademark Security Agreement (executed)#page5.tif source=9. Little Sprouts - OpCo Trademark Security Agreement (executed)#page6.tif source=9. Little Sprouts - OpCo Trademark Security Agreement (executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of December 23, 2015, by each of the entities listed on the signature pages hereof (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of WEBSTER BANK, NATIONAL ASSOCIATION, as administrative agent (the “**Administrative Agent**”) for itself and the other lending institutions (collectively, the “**Lenders**”) which are or may become parties to the Credit Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among ((i) LS Merger Sub, LLC, a Delaware limited liability company (“LS Merger Sub”), (ii) Little Sprouts Holding, LLC, a Delaware limited liability company, as successor by merger to LS Merger Sub (“Little Sprouts Holding”), (iii) Little Sprouts, LLC, a Delaware limited liability company (“Little Sprouts” and, collectively with LS Merger Sub and Little Sprouts Holding, jointly and severally, the “Borrower”), (iv) LS Holding Company I, LLC, a Delaware limited liability company, (“Holdings”), (v) Webster Bank, National Association, as Administrative Agent, and (vi) the Lenders party thereto from time to time, the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrower; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that each Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to on Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) all reissues, extensions or renewals of the foregoing (each, a “**Trademark**”), excluding

only any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law;

(b) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark;

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the other Collateral Documents. Such other Collateral Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is a Loan Document and a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

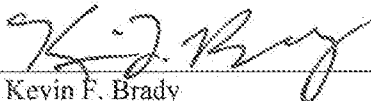
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

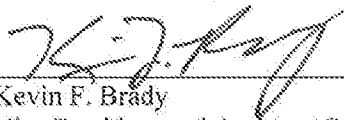
[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

LS HOLDING COMPANY I, LLC,
as a Grantor

By: 
Name: Kevin F. Brady
Title: Vice President and Assistant Secretary

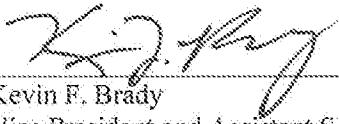
LS MERGER SUB, LLC,
as a Grantor

By: 
Name: Kevin F. Brady
Title: Vice President and Assistant Secretary

ASSUMPTION ACKNOWLEDGMENT

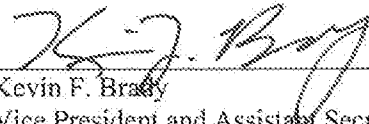
The undersigned hereby confirms that, as a result and immediately upon consummation of the Closing Date Acquisition, it hereby assumes all of the rights and obligations of LS Merger Sub under this Agreement (in furtherance of, and not in lieu of, any assumption or deemed assumption as a matter of law). The undersigned further agrees to abide by and be bound by all of the terms of this Agreement in accordance with its terms and conditions including the representations, warranties, covenants, assurances and indemnifications herein, as though this Agreement had been made, executed and delivered by the undersigned. Without limiting the foregoing, effective immediately upon the consummation of the Closing Date Acquisition, the undersigned hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the Trademark Collateral, whether now owned or existing or hereafter acquired or arising, as security for the due and punctual payment and performance of the Secured Obligations.

LITTLE SPROUTS HOLDING, LLC,
as a Grantor

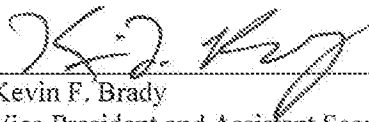
By: 
Name: Kevin F. Brady
Title: Vice President and Assistant Secretary

Effective immediately upon the consummation of the Closing Date Acquisition, each of the undersigned hereby joins this Agreement as a Grantor and agrees to abide by and be bound by all of the terms of this Agreement in accordance with its terms and conditions including the representations, warranties, covenants, assurances and indemnifications herein, as though this Agreement had been made, executed and delivered by the undersigned. Without limiting the foregoing, effective immediately upon the consummation of the Closing Date Acquisition, each of the undersigned hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the Trademark Collateral, whether now owned or existing or hereafter acquired or arising, as security for the due and punctual payment and performance of the Secured Obligations.

LITTLE SPROUTS, LLC,
as a Grantor

By: 
Name: Kevin F. Brady
Title: Vice President and Assistant Secretary

LS APTG, LLC,
as a Grantor

By: 
Name: Kevin F. Brady
Title: Vice President and Assistant Secretary

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

WEBSTER BANK, NATIONAL ASSOCIATION

By: Annie P. Fisher
Name: Annie P. Fisher
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005744 FRAME: 0580

SCHEDULE I

US Trademarks

OWNER	COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Little Sprouts, LLC	US	BUDDING SCHOLARS	86083101	10/4/2013	4529557	5/13/2014	Registered

State Trademarks

OWNER	STATE	MARK	REG. NO.	REG. DATE	STATUS
Little Sprouts, LLC	Massachusetts	LITTLE SPROUTS (and design)	78188	11/1/2013	Registered