

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381577

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900360671		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Evergreen Enterprises of Virginia, LLC		04/11/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One Boston Place		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86945389	BLACK INK JUST ADD COLOR	
<b>Serial Number:</b>	86945415	B. BOUTIQUE BY EVERGREEN	
<b>Serial Number:</b>	86945479	REFRESH BY CYPRESS HOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F162446		
<b>NAME OF SUBMITTER:</b>	Lisa A. Cobbett		
<b>SIGNATURE:</b>	/Lisa A. Cobbett/		
<b>DATE SIGNED:</b>	04/22/2016		
<b>Total Attachments: 4</b>			

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FIFTH SUPPLEMENT TO GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

This Fifth Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of the 11 day of April, 2016 by **EVERGREEN ENTERPRISES OF VIRGINIA, LLC**, a Delaware limited liability company (the "Grantor") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Grantee").

WHEREAS, the Grantor executed and delivered a Grant of Security Interest in United States Trademarks dated January 6, 2014 and recorded on January 8, 2014 at Reel 5189, Frame 0554 (as amended of record from time to time, hereinafter, the "Existing Grant") in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in certain Marks (as defined therein), as supplemented pursuant to the First Supplement to Grant of Security Interest in United States Trademarks dated May 28, 2014 and recorded on May 30, 2014 at Reel 5291, Frame 0517, as supplemented pursuant to the Second Supplement to Grant of Security Interest in United States Trademarks dated October 31, 2014 and recorded on November 18, 2014 at Reel 5402, Frame 0902, and as further supplemented pursuant to the Third Supplement to Grant of Security Interest in United States Trademarks dated February 13, 2015 and recorded on February 18, 2015 at Reel 5461, Frame 0488, as further supplemented pursuant to the Fourth Supplement to Grant of Security Interest in United States Trademarks dated May 15, 2015 and recorded on May 29, 2015 at Reel 5525, Frame 0128 (collectively, the "TM Supplements," and together with the Existing Grant, collectively, the "Grant"); and

WHEREAS, the Grantor has developed additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Marks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof (including as supplemented pursuant to the TM Supplements), and (ii) the Marks referenced on Schedule A-1 annexed hereto.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

- b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

[Signature Page to Fifth Supplement to Grant of Security Interest in United States Trademarks]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

EVERGREEN ENTERPRISES OF VIRGINIA,  
LLC, as Grantor




By: 

Name: DOWN TOWN

Title: MANAGER

[Signature Page to Fifth Supplement to Grant of Security Interest in United States Trademarks]

SCHEDULE A-1

Mark	App. No/Reg. No	App./Reg. Date	Owner
	86945389	3/18/2016	Evergreen Enterprises of Virginia, LLC
	86945415	3/18/2016	Evergreen Enterprises of Virginia, LLC
	86945479	3/18/2016	Evergreen Enterprises of Virginia, LLC

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