

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLM OPERATIONS, LLC		04/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NBH CAPITAL FINANCE, a division of NBH Bank		
Street Address:	7800 E. Orchard Road, Suite 300		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	a division of a Colorado state-chartered bank: COLORADO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4575948	COOLSTIX	
Registration Number:	4481570	MINI JUICYCREAMS	
Registration Number:	4061180	E-NORMUS	
Registration Number:	3210304	LA INDITA MICHOACANA	
Registration Number:	2905172		
Registration Number:	2968652		
Registration Number:	3121493	DOMINGUERA	
Serial Number:	85341601	LA INDITA MICHOACANA	
Serial Number:	77451471	LA MICHOACANA ES NATURAL	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$240.00 4575948

ATTORNEY DOCKET NUMBER:	7212.013
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	04/21/2016
Total Attachments: 5 source=PLM Trademark Security Agreement#page1.tif source=PLM Trademark Security Agreement#page2.tif source=PLM Trademark Security Agreement#page3.tif source=PLM Trademark Security Agreement#page4.tif source=PLM Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of NBH Capital Finance, a division of NBH Bank, a Colorado state-chartered bank ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 1, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and between PLM OPERATIONS, LLC, a Delaware limited liability company ("Borrower") and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of April 1, 2016 in favor of Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Liabilities (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and make extensions of credit to Borrower thereunder, each Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but excluding any Excluded Property of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado (other than conflict laws).

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLM OPERATIONS, LLC,
as Grantor

By: 
Name: Robert J. Spigner
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

NBH CAPITAL FINANCE, a division of
NBH Bank, a Colorado state-chartered bank,
as Lender

By: 

Name: Josh Peters

Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

GRANTOR	MARK	SERIAL NO.	STATUS	REGISTRATION NO.	DATE
PLM Operations, LLC	COOLSTIX	86159729	Registered	4575948	07/29/14
PLM Operations, LLC	MINI JUICYCREAMS	85436666	Registered	4481570	02/11/14
PLM Operations, LLC	E-NORMUS	85115972	Registered	4061180	11/22/11
PLM Operations, LLC	LA INDITA MICHOACANA	78660166	Registered	3210304	02/20/07
PLM Operations, LLC	None (Design only)	78330432	Registered	2905172	11/23/04
PLM Operations, LLC	None (Design only)	78330419	Registered	2968652	07/12/05
PLM Operations, LLC	DOMINGUERA	78344514	Registered	3121493	07/25/06

2. TRADEMARK APPLICATIONS

GRANTOR	MARK	SERIAL NO.	STATUS	REGISTRATION NO.	DATE
PLM Operations, LLC	LA INDITA MICHOACANA	85341601	Pending – 06/08/11	N/A	N/A
PLM Operations, LLC	LA MICHOACANA ES NATURAL	77451471	Pending – 04/17/08	N/A	N/A