TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM385720

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAVANAUGH MARKETING NETWORK, INC., dba THE CRONS BRAND		05/23/2016	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	FIRST NATIONAL BANK OF PENNSYLVANIA
Street Address:	One North Shore Center, 12 Federal Street
Internal Address:	Suite 500
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15212
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4472650	COME READY
Registration Number:	3698890	COME READY OR NEVER START
Registration Number:	3721429	CRONS

CORRESPONDENCE DATA

7037125050 Fax Number:

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.

Phone: 703-712-5352

jmiller@mcguirewoods.com Email:

Joyce Miller **Correspondent Name:**

Address Line 1: 1750 Tysons Blvd.

Address Line 2: **Suite 1800**

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	05/26/2016

Total Attachments: 5

TRADEMARK REEL: 005801 FRAME: 0027



TRADEMARK REEL: 005801 FRAME: 0028

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2016, is made by CAVANAUGH MARKETING NETWORK, INC., dba The Crons Brand, a Pennsylvania corporation (the "<u>Grantor</u>"), in favor of FIRST NATIONAL BANK OF PENNSYLVANIA (the "<u>Lender</u>").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cavanaugh Marketing Network, Inc., Come Ready Foods LLC and The Crons Brand LLC (collectively the "Borrowers"), Patrick T. Cavanaugh, as Guarantor, and the Lender, the Lender has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted, pursuant to the Security Agreement, dated as of May 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other Borrowers in favor of the Lender, a security interest in all of the Grantor's Collateral (as defined therein), including without limitation, all General Intangibles (as defined therein); and

WHEREAS, pursuant to Section 4(a) of the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

- NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to make extensions of credit to the Borrowers thereunder and intending to be legally bound hereby, the Grantor hereby agrees with Lender as follows:
- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. Grant of Security Interest in Trademarks. The 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, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):
- (a) all of its trademarks (each a "<u>Trademark</u>") and all licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> 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.

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- Section 3. 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 Security Agreement and the Grantor and Lender hereby acknowledge and agree that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.
- Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.
- Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

CAVANAUGH MARKETING NETWORK, INC., DBA The Crons Brand,

as Grantor

By: _ Name: Patrick T. Cavanaugh Title: President

[TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written;

FIRST NATIONAL BANK OF PENNSYLVANIA

Name: Paul Palocies
Title: Officer, First National Bank

[TRADEMARK SECURITY AGREEMENT]

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SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

US TRADEMARKS

	APPLN			REGN		
MARK	NO.	FILED	REGN NO.	DATE	OWNER	STATUS
COME READY	85335643	6/1/2011	4472650	1/21/2014	Cavanaugh Marketing Network, Inc. DBA The Crons Brand	Registered
COME READY OR NEVER START	77716689 4/17/2009	4/17/2009	3698890	10/20/2009	10/20/2009 Cavanaugh Marketing Network, Inc. DBA The Crons Brand	Registered
CRONS	77708596 4/7/2009	4/7/2009	3721429	12/8/2009	Crons Brand	Registered

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RECORDED: 05/26/2016