

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewStar Fresh Foods, LLC		06/25/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Big Idea Holdings, LLC		
Street Address:	900 Work Street		
City:	Salinas		
State/Country:	CALIFORNIA		
Postal Code:	93901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3050186	NEWSTAR	
Registration Number:	3254675	TRIPLE WASHED	
Registration Number:	2913328	NEWSTAR	
Registration Number:	2913326	NEWSTAR	
Registration Number:	2888931	YOUNG & TENDER	
Registration Number:	4007918	WORLD-CLASS PRODUCE. STELLAR SERVICE.	
Registration Number:	3649694	DOUBLE WASHED	
Registration Number:	0726314	OMO	
Registration Number:	2223443	YOUNG AND TENDER	
CORRESPONDENCE DATA			
Fax Number:	4159831200		
<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:	415-983-1274		
Email:	rburlingame@pillsburylaw.com		
Correspondent Name:	Robert B. Burlingame		
Address Line 1:	P.O. Box 2824		
Address Line 2:	Calendar/Docketing Department		
Address Line 4:	San Francisco, CALIFORNIA 94126-2824		

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ATTORNEY DOCKET NUMBER:	034730-0000001
NAME OF SUBMITTER:	Robert B. Burlingame
SIGNATURE:	/Robert B. Burlingame/
DATE SIGNED:	06/28/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 25, 2016, by and between NEWSTAR FRESH FOODS, LLC, a California limited liability company ("Grantor"), and BIG IDEA HOLDINGS, LLC, a Delaware limited liability company (the "Secured Party").

WHEREAS, reference is made to that certain Secured Promissory Note, dated as of the date hereof by and between Grantor and (as amended, restated, supplemented or otherwise modified from time to time, the "Note").

WHEREAS, the execution and delivery of this Agreement is an obligation under the Note.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world ("Trademarks");

(b) any and all (i) licenses or other similar rights provided to the Grantor in or with respect to Trademarks owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Trademarks owned or controlled by such Person, in each case, including the right to use any of the licenses or other similar rights in connection with the enforcement of the Secured Party's rights under the Note ("Trademark License");

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Law involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Section 5 of the Note. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Note, the Note shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing (but in any event within ten (10) Business Days) to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. REPRESENTATIONS AND WARRANTIES. Grantor hereby represents and warrants to Secured Party, and such representations and warranties shall survive the execution and delivery of this Agreement, that:

(a) Schedule I provides a complete and correct list of all Trademarks owned by Grantor, all applications for registration of Trademarks owned by Grantor.

(b) to Grantor's knowledge after reasonable inquiry, no Person has infringed or misappropriated or is currently infringing or misappropriating any intellectual property rights owned by Grantor; and

(c) (i) to Grantor's knowledge after reasonable inquiry, (A) Grantor has not infringed or misappropriated and is not currently infringing or misappropriating any intellectual property rights of any Person, and (B) no product manufactured, used, distributed, licensed, or sold by or service provided by Grantor has ever infringed or misappropriated or is currently

infringing or misappropriating any intellectual property rights of any Person and (ii) there are no pending, or to Grantor's knowledge after reasonable inquiry, threatened infringement or misappropriation claims or proceedings pending against Grantor, and Grantor has not received any notice or other communication of any actual or alleged infringement or misappropriation of any intellectual property rights of any Person.

(d) This Agreement creates a valid security interest in the Trademark Collateral of Grantor, to the extent a security interest therein can be created under the UCC, securing the payment of the Obligations. Except to the extent a security interest in the Trademark Collateral cannot be perfected by the filing of a financing statement under the UCC, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing Grantor, as a debtor, and Secured Party, as secured party, in such jurisdictions as may be required to perfect the security interest in the Trademark Collateral. Upon the making of such filings, Secured Party shall have a first priority perfected security interest in the Trademark Collateral of Grantor to the extent such security interest can be perfected by the filing of a financing statement. Upon filing of the Agreement with the United States Patent and Trademark Office ("PTO"), and the filing of financing statements in the appropriate jurisdictions, all action necessary or desirable to protect and perfect the Security Interest in and to on Grantor's Trademarks has been taken and such perfected Security Interest is enforceable as such as against any and all creditors of and purchasers from Grantor to the extent the Security Interest in such Trademarks are able to be perfected by such filings. All action by Grantor necessary to protect and perfect such security interest on each item of Trademark Collateral has been duly taken.

(e) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any governmental authority or any other Person is required for the grant of a Security Interest by Grantor in and to the Trademark Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by Grantor, except for consents, approvals, authorizations, orders, other actions, notices and filings that by their nature can only be obtained or made after the date hereof. No Trademark License of Grantor requires any consent of any other Person in order for Grantor to grant the security interest granted hereunder in Grantor's right, title or interest in or to such Trademark License.

7. COVENANTS. Grantor covenants and agrees with Secured Party that from and after the date of this Agreement:

(a) Upon the request of Secured Party, in order to facilitate filings with the PTO and the United States Copyright Office, Grantor shall execute and deliver to Secured Party one or more Agreements to further evidence Secured Party's lien on Grantor's registered Trademarks and all applications for registration thereto and the general intangibles of Grantor relating thereto or represented thereby. Grantor shall promptly notify Secured Party upon applying for, registering or acquiring any Trademark or application therefor.

(b) Grantor shall have the duty to protect and diligently enforce and defend at Grantor's expense its Trademarks, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition,

interference, and cancellation against conflicting Trademark rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (C) to take all reasonable and necessary action to preserve and maintain all of Grantor's Trademarks and Trademark License, and its rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability, and (E) to require all employees, consultants, and contractors of Grantor who were involved in the creation or development of such Trademarks to sign agreements containing assignment of intellectual property rights and obligations of confidentiality. Grantor further agrees not to abandon any Trademark or Trademark License. Grantor hereby agrees to take the steps described in this Section 7(b) with respect to all new or acquired Trademarks or Trademark Licenses to which it or any of its Subsidiaries is now or later becomes entitled that is necessary in the conduct of Grantor's business.

(c) Grantor acknowledges and agrees that the Secured Party shall have no duties with respect to the Trademark Collateral of Grantor. Without limiting the generality of this Section 7(c), Grantor acknowledges and agrees that Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Trademark Collateral consisting of Trademarks and Trademark Licenses against any other Person, but Secured Party may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of Grantor.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. SUCCESSORS; ASSIGNS; AMENDMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by the parties against whom such amendment or modification is intended to bind.

10. SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

11. COUNTERPARTS. This Agreement may be authenticated in any number of separate counterparts by any one or more of the parties hereto, and all of said counterparts taken together shall constitute one and the same instrument. This Agreement may be authenticated by manual signature, facsimile or electronic means, all of which shall be equally valid.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NEWSTAR FRESH FOODS, LLC,
a California limited liability company

By: *Anthony Vasquez*
Name: *Anthony Vasquez*
Title: *CEO*

SECURED PARTY:

BIG IDEA HOLDINGS, LLC,
a Delaware limited liability company

By: *Mark Orrer*
Name: *Mark Orrer*
Title: *CEO*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

1. United States Registration #3050186 and serial #78539842 with a filing date of December 29, 2004 and registration date of January 24, 2006.
2. United States Registration #3254675 and serial #78181512 with a filing date of November 4, 2002 and registration date of June 26, 2007.
3. United States Registration #2913328 and serial #78345486 with a filing date of December 24, 2003 and registration date of December 21, 2004.
4. United States Registration #2913326 and serial #78345467 with a filing date of December 24, 2003 and registration date of December 21, 2004.
5. United States Registration #2888931 and serial #78215192 with a filing date of February 14, 2003 and registration date of September 28, 2004.
6. United States Registration #4007918 and serial #77487941 with a filing date of May 31, 2008 and registration date of August 9, 2011.
7. United States Registration #3649694 and serial #77487946 with a filing date of May 31, 2008 and registration date of July 7, 2009.
8. United States Registration #0726314 and serial #72083642 with a filing date of October 20, 1959 and registration date of January 9, 1962 ~~United States serial #86074170 with a filing date of September 25, 2013.~~
9. United States Registration #2223443 with a filing date of February 9, 1999 and serial #75496461 with a filing date of June 4, 1998.

4824-3794-1298.v4