

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391844

| | | | |
|-----------------------------------|----------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Good Source Solutions, Inc. | | 07/15/2016 | Corporation: DELAWARE |
| Harvest Farms, Inc. | | 07/15/2016 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Ally Bank | | |
| Street Address: | 300 Park Avenue, 4th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Utah State Bank: NEW YORK | | |
| PROPERTY NUMBERS Total: 26 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1919982 | BAKERSAVER | |
| Registration Number: | 3542817 | | |
| Registration Number: | 3887882 | ECONO-CAL | |
| Registration Number: | 4913367 | GOOD BLOSSOM | |
| Registration Number: | 1946275 | GOOD BLOSSOM | |
| Registration Number: | 3902465 | GOODSOURCE SOLUTIONS | |
| Registration Number: | 3065081 | GOODSOURCE | |
| Registration Number: | 2341554 | HOT BUY | |
| Registration Number: | 2387573 | I-CTREAT | |
| Registration Number: | 3594438 | NUTRI-BOOST | |
| Registration Number: | 3733232 | NUTRI-CAL | |
| Registration Number: | 2345701 | O! PIZZA | |
| Registration Number: | 3832875 | POWER BUY | |
| Registration Number: | 3832876 | POWER BUYS | |
| Registration Number: | 2385360 | PRISON PACK | |
| Registration Number: | 3788434 | SMART MILK | |
| Registration Number: | 3019648 | SMARTFARE | |
| Registration Number: | 4606108 | SUSTAINABLE BUY | |

OP \$665.00 1919982

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3804271 | SOURCE-C DRINK MIX CONCENTRATE |
| Registration Number: | 3804268 | SOURCE-PLUS DRINK MIX CONCENTRATE |
| Registration Number: | 4082474 | GOOD SOURCE SPECIAL BUY LIMITED QUANTITI |
| Registration Number: | 4076795 | STUFFWICH |
| Registration Number: | 2997342 | TOOLS FOR SCHOOLS |
| Registration Number: | 2341553 | WISE BUY |
| Serial Number: | 86898052 | HARVEST FARMS QUALITY SINCE 1947 |
| Serial Number: | 86898022 | HARVEST FARMS |

CORRESPONDENCE DATA

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: John Salvage

Address Line 1: 4400 EASTON COMMONS WAY SUITE 125

Address Line 2: CT Corporation System

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: John Salvage

SIGNATURE: /Michael Barys/

DATE SIGNED: 07/19/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 15, 2016 (“Agreement”), among Good Source Solutions, Inc., a Delaware corporation and Harvest Farms, Inc., a California corporation (together with their respective successors and assigns and any other entity that becomes a grantor hereunder, each, a “Grantor” and collectively, the “Grantors”), and Ally Bank, as agent (together with its successors and assigns in such capacity, the “Agent”), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below):

RECITALS:

This Agreement is made pursuant to the Loan and Security Agreement, dated as of the date hereof, among the Grantors, the Guarantors (as defined therein) from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), Ally Bank, as the agent for the Lenders (the “Agent”) and as a Joint Lead Arranger and a Joint Book Runner, and Stellus Capital Investment Corporation, as a Joint Lead Arranger and a Joint Book Runner (together with Agent, collectively, the “Arrangers”) (as the same may be amended, restated or otherwise modified from time to time, the “Credit Agreement”; terms defined therein being used herein as therein defined). Pursuant to the Credit Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby covenants and agrees with the Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Credit Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in (whether now owned or hereafter acquired by such Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Grantor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

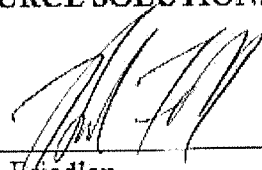
(vi) all reissues, extensions and renewals of any of the foregoing; and

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers.

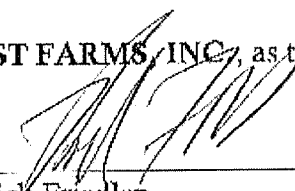
Section 3. Reference to Credit Agreement. This Agreement has been entered into by the Grantors and the Agent primarily for recording purposes as contemplated by the Credit Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Credit Agreement, the terms and provisions of such Credit Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GOOD SOURCE SOLUTIONS, INC., as the Grantor

By: 
Name: Rich Friedlen
Title: Chief Executive Officer and President

HARVEST FARMS, INC., as the Grantor

By: 
Name: Rich Friedlen
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GOOD SOURCE SOLUTIONS, INC., as the Grantor

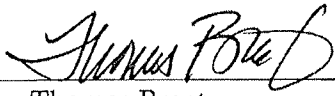
By: _____
Name: _____
Title: _____

HARVEST FARMS, INC., as the Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:


ALLY BANK,
as Agent

By:  _____
Name: Thomas Brent
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005836 FRAME: 0800

Schedule A
to Trademark Security Agreement

| <u>Loan Party</u> | <u>Trademark</u> | <u>Application No./Date</u> | <u>Registration No./Date</u> | <u>Status</u> |
|-----------------------------|---|-------------------------------|-------------------------------|---------------|
| Good Source Solutions, Inc. | BAKERSAVER | 74494362 February 25, 1994 | 1919982 September 19, 1995 | Registered |
| |  | 77350645 December 12, 2007 | 3542817 December 9, 2008 | Registered |
| | ECONO-CAL | 77915257 January 19, 2010 | 3887882 December 7, 2010 | Registered |
| | GOOD BLOSSOM | 86712767 August 3, 2015 | 4913367 March 8, 2016 | Registered |
| | <u>GOOD BLOSSOM</u> | 74494211 February 25, 1994 | 1946275 January 9, 1996 | Registered |
| | GOODSOURCE SOLUTIONS | 77514968 July 3, 2008 | 3902465 January 11, 2011 | Registered |
| | GOODSOURCE | 78384160 March 15, 2004 | 3065081 March 7, 2006 | Registered |
| | HOT BUY | 75759848 July 26, 1999 | 2341554 April 11, 2000 | Registered |

| | | | | |
|--------------------------------------|-----------------|--------------------------------|-------------------------------|------------|
| Good Source Solutions, Inc. (cont'd) | I-CTREAT | 75759842 July 26, 1999 | 2387573 September 19, 2000 | Registered |
| | NUTRI-BOOST | 77540915 August 6, 2008 | 3594438 March 24, 2009 | Registered |
| | NUTRI-CAL | 77530379 July 24, 2008 | 3733232 January 5, 2010 | Registered |
| | O! PIZZA | 75759845 July 26, 1999 | 2345701 April 25, 2000 | Registered |
| | POWER BUY | 77760141 June 15, 2009 | 3832875 August 10, 2010 | Registered |
| | POWER BUYS | 77760150 June 15, 2009 | 3832876 August 10, 2010 | Registered |
| | PRISON PACK | 75759846 July 26, 1999 | 2385360 September 12, 2000 | Registered |
| | SMART MILK | 77684741 March 5, 2009 | 3788434 May 11, 2010 | Registered |
| | SMARTFARE | 78304064 September 23, 2003 | 3019648 November 29, 2005 | Registered |
| | SUSTAINABLE BUY | 85757744 October 18, 2012 | 4606108 September 16, 2014 | Registered |

| | | | | |
|--------------------------------------|--|------------------------------|-------------------------------|---------------------|
| Good Source Solutions, Inc. (cont'd) | SOURCE-C DRINK MIX CONCENTRATE | 77686281 March 9, 2009 | 3804271 June 15, 2010 | Registered |
| | SOURCE-PLUS DRINK MIX CONCENTRATE | 77685862 March 6, 2009 | 3804268 June 15, 2010 | Registered |
| HARVEST FARMS, INC. |  | 85226107 January 25, 2011 | 4082474 January 10, 2012 | Registered |
| | STUFFWICH | 85320872 May 13, 2011 | 4076795 December 27, 2011 | Registered |
| | TOOLS FOR SCHOOLS | 78384193 March 15, 2004 | 2997342 September 20, 2005 | Registered |
| | WISE BUY | 75759841 July 26, 1999 | 2341553 April 11, 2000 | Registered |
| |  | 86898052 February 4, 2016 | | Application Pending |
| | HARVEST FARMS | 86898022 February 4, 2016 | | Application Pending |