

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apple & Eve, LLC		09/21/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2759268	FRUITSMART	
Serial Number:	86502940	APPLE & EVE FARMERS MARKET	
Serial Number:	86502942	APPLE & EVE JUICE BAR	
Serial Number:	86684891	APPLE & EVE QUENCH'D	
CORRESPONDENCE DATA			
Fax Number:	2149695100		
<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:	2149694804		
Email:	aaaugustine@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	230397-615868		
NAME OF SUBMITTER:	Michael Kobb		
SIGNATURE:	/Michael Kobb/		
DATE SIGNED:	09/26/2016		

CH \$115.00 2759268

Total Attachments: 6

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Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of September 21, 2016, by Apple & Eve, LLC (the "Pledgor"), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to that certain Amended and Restated LuxCo Loan Agreement, dated as of September 21, 2016 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Amended and Restated LuxCo Security Agreement, dated as of September 21, 2016 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "LuxCo Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the LuxCo Loan Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the LuxCo Security Agreement and used herein have the meaning given to them in the LuxCo Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of Pledgor in, to and under all the following Collateral of Pledgor (collectively, the "Trademark Collateral"):

(a) the Trademarks of Pledgor listed on Schedule 1 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the LuxCo Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the LuxCo Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the LuxCo Security

Agreement, the provisions of the LuxCo Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the LuxCo Security Agreement, upon written request of Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 9. Subordination Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY HEREUNDER (INCLUDING UNDER ARTICLE IX HEREOF) ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL. IN THE EVENT OF ANY CONFLICT

BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THE
INTERCREDITOR AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT
SHALL GOVERN AND CONTROL.

[SIGNATURE PAGE FOLLOWS]

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

APPLE & EVE, LLC

By: Lassonde Pappas and Company, Inc., its Sole Member

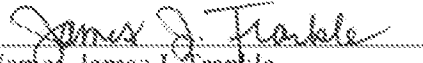
By:  _____

Name: Guy Blanchette

Title: Executive Vice President and Chief Financial Officer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: James J. Frankle
Title: Senior Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

Mark	Reg. No	Reg. Date	Owner
FRUITSMART	2759268	9/2/2003	Apple & Eve, LLC

Trademark Applications:

Mark	App. No	Filing Date	Owner
APPLE & EVE FARMERS MARKET	86502940	1/14/2015	Apple & Eve, LLC
APPLE & EVE JUICE BAR	86502942	1/14/2015	Apple & Eve, LLC
APPLE & EVE QUENCH'D	86684891	7/7/2015	Apple & Eve, LLC

Schedule 1 to Copyright Security Agreement

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