

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400046

|   |   |                            |                       |
|---|---|----------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                            |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                            |                       |
| <b>SEQUENCE:</b>  | 2   |                            |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                            |                       |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>      | <b>Entity Type</b>    |
| Apple & Eve, LLC  |   | 09/21/2016                 | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                            |                       |
| <b>Name:</b>  | Wells Fargo Bank                            |                            |                       |
| <b>Street Address:</b>  | 1525 West W.T. Harris Blvd.                 |                            |                       |
| <b>City:</b>  | Charlotte                                   |                            |                       |
| <b>State/Country:</b>   | NORTH CAROLINA                              |                            |                       |
| <b>Postal Code:</b>   | 28262                                       |                            |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                            |                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |   |                            |                       |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>           |                       |
| <b>Registration Number:</b>   | 2759268                                     | FRUITSMART                 |                       |
| <b>Serial Number:</b>   | 86502940                                    | APPLE & EVE FARMERS MARKET |                       |
| <b>Serial Number:</b>   | 86502942                                    | APPLE & EVE JUICE BAR      |                       |
| <b>Serial Number:</b>   | 86684891                                    | APPLE & EVE QUENCH'D       |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                            |                       |
| <b>Fax Number:</b>  | 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> |   |                            |                       |
| <b>Phone:</b>   | 2149694804                                  |                            |                       |
| <b>Email:</b>   | aaaugustine@jonesday.com                    |                            |                       |
| <b>Correspondent Name:</b>  | Jones Day                                   |                            |                       |
| <b>Address Line 1:</b>  | 2727 North Harwood Street                   |                            |                       |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75201                         |                            |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 230397-615868                               |                            |                       |
| <b>NAME OF SUBMITTER:</b>   | Michael Kobb                                |                            |                       |
| <b>SIGNATURE:</b>   | /Michael Kobb/                              |                            |                       |
| <b>DATE SIGNED:</b>   | 09/26/2016                                  |                            |                       |
| <b>Total Attachments: 5</b>   |   |                            |                       |

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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 Credit Agreement, dated as of September 21, 2016 (in such capacity, the "Senior Collateral Agent").

**W I T N E S S E T H:**

WHEREAS, the Pledgor is party to that certain Amended and Restated U.S. Security Agreement, dated as of September 21, 2016 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement"), in favor of the Senior 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 Senior Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Senior Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Senior 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 Senior Collateral Agent pursuant to the U.S. Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Senior 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 U.S. 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 U.S.

Security Agreement, the provisions of the U.S. Security Agreement shall control unless the Senior Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Senior Collateral Agent pursuant to Section 11.4 of the U.S. Security Agreement, upon written request of Pledgor, the Senior 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.

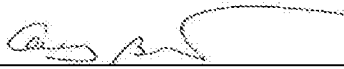
SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR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

**[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

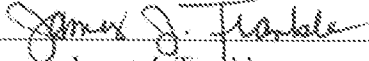
By:  \_\_\_\_\_

Name: Guy Blanchette

Title: Executive Vice President and Chief Financial Officer

Accepted and Agreed:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Senior 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

NAI-1502085952v1