

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment and Assignment of Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Canada Finance Holding Company		09/21/2016	Corporation:
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: 6			
Property Type	Number	Word Mark	
Registration Number:	4257691	MUNCH SOMETHING GOOD FOR A CHANGE	
Registration Number:	4257690	DRINK SOMETHING GOOD FOR A CHANGE	
Registration Number:	4304232	SNACKTACULAR	
Registration Number:	4227661	FLIP CHIPS	
Registration Number:	2664591	THE SWITCH	
Registration Number:	3736602	THE SWITCH	
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:	aaugustine@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/		

CH \$165.00 4257691

DATE SIGNED:	10/03/2016
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Total Attachments: 8

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*Execution Copy***Amendment and Assignment of Trademark Security Agreement**

This Amendment and Assignment of Trademark Security Agreement dated as of September 21, 2016 (this "Amendment"), is made by and among GE Canada Finance Holding Company, as the resigning administrative agent and collateral agent for the Secured Parties (in such capacity, "Existing Agent"), Wells Fargo Bank, National Association as the successor collateral agent (in such capacity, "Successor Agent") and A&E Acquisition, LLC ("Pledgor").

WITNESSETH:

WHEREAS, the Pledgor is party to a LuxCo Security Agreement, dated as of August 12, 2011 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time the "LuxCo Security Agreement") in favor of Existing Agent, as collateral agent;

WHEREAS, pursuant to the LuxCo Security Agreement the Pledgor executed that certain Trademark Security Agreement dated as of July 25, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), in favor of Existing Agent, as collateral agent under that certain Term Loan Agreement, dated as of August 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), which Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 29, 2014 at Reel 005332, Frame 0089;

WHEREAS, pursuant to the Trademark Security Agreement, the Pledgor granted to Existing Agent, as collateral agent, for the benefit of the Secured Parties, a lien on and security interest in and to, among other things, all of Pledgor's rights, title and interest in and to the Trademark Collateral, including the registered trademarks and trademark applications listed on Schedule 1 hereto;

WHEREAS, pursuant to (a) that certain Amended and Restated LuxCo Loan Agreement, dated as of September 21, 2016 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Amended and Restated LuxCo Loan Agreement") and (b) 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 "Amended and Restated LuxCo Security Agreement"), by and among the Pledgor, the Successor Agent and the other parties thereto, the Successor Agent has been appointed as the new administrative agent and collateral agent to Existing Agent;

WHEREAS, pursuant to the Amended and Restated LuxCo Security Agreement, the Successor Agent has been assigned all of its interests in, to and under the Trademark Security Agreement, and all obligations of Existing Agent thereunder;

WHEREAS, Existing Agent has agreed to assign its rights, title and interest in and to the Trademark Security Agreement to Successor Agent, and Successor Agent has agreed to accept such assignment from Existing Agent ("Agency Transfer"); and

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Security Agreement in certain respects to reflect the Agency Transfer and (ii) evidencing the Agency Transfer in any filing office at which the Trademark Security Agreement was filed.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor, Existing Agent and Successor Agent hereby agree as follows:

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

SECTION 2. Amendment of the Trademark Security Agreement. The Trademark Security Agreement is hereby amended such that the Successor Agent shall replace the Existing Agent as Collateral Agent under the Trademark Security Agreement. All references to "Collateral Agent" in the Trademark Security Agreement shall hereafter refer to Wells Fargo Bank, National Association in such capacity.

SECTION 3. Resignation and Assignment. The Existing Agent does hereby assign and transfer all of its interests in, to and under the Trademark Security Agreement, and all obligations of Existing Agent thereunder, to the Successor Agent. The Successor Agent hereby accepts such assignment and assumes all obligations of Existing Agent under the Trademark Security Agreement. The Existing Agent does hereby cease to be the Collateral Agent under the Trademark Security Agreement, shall be deemed to have resigned in such capacity and shall have no further duties or obligations thereunder in any capacity. The execution and delivery of this Amendment shall not in any way affect or modify the liability or obligations of the Pledgor under the Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations and liabilities of the Pledgor under the Trademark Security Agreement shall be and remain enforceable by the Successor Agent, or by its successors and assigns, against the Pledgor.

SECTION 4. Security Agreement. The lien and security interest transferred pursuant to this Amendment is transferred in conjunction with the Amended and Restated LuxCo Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Successor Agent with respect to the lien on and security interest in the Trademark Collateral transferred hereby are more fully set forth in the Amended and Restated 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 Amendment is deemed to be inconsistent with or in conflict with the Amended and Restated LuxCo Security Agreement, the provisions of the Amended and Restated LuxCo Security Agreement shall control unless the Successor Agent shall otherwise determine.

SECTION 5. 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 the 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 6. Recordation. Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Amendment.

SECTION 7. Severability. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 8. Section Titles. Section and subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

SECTION 9. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 10. Execution in Counterparts. This Amendment 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 11. Governing Law. THIS AMENDMENT 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 12. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AMENDMENT 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 13. Subordination Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AMENDMENT 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 Amendment and Assignment of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

A&E ACQUISITION, LLC

By: Apple & Eve, LLC, its Sole Member

By: 

Name: Guy Blanchette
Title: Executive Vice President and Chief
Financial Officer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Successor Agent

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

Accepted and Agreed:

GE CANADA FINANCE HOLDING COMPANY,
as Existing Agent

By:

Name:


Susan Spence

Title:

VP

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations:

Mark	Reg. No.	Reg. Date	Owner
MUNCH SOMETHING GOOD FOR A CHANGE	4257691	12/11/2012	A & E Acquisition, LLC
DRINK SOMETHING GOOD FOR A CHANGE	4257690	12/11/2012	A & E Acquisition, LLC
SNACKTACULAR	4304232	3/19/2013	A & E Acquisition, LLC
FLIP CHIPS	4227661	10/16/2012	A & E Acquisition, LLC
THE SWITCH	2664591	12/17/2002	A & E Acquisition, LLC
THE SWITCH	3736602	1/12/2010	A & E Acquisition, LLC