

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Beverage Corporation		11/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC (f/k/a TCW Asset Management Company)		
Street Address:	200 Clarendon Street, 51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4864085	GREEN BEGINNINGS	
Registration Number:	3015053	SWIZZLERS	
Serial Number:	87123570	DARTY	
Serial Number:	87127740	LITTLE HUG FRUIT POUCHES	
Serial Number:	86927362	DAILY'S COCKTAILS SKINNY MIX	
Serial Number:	86937395	SEIZE THE DAILY'S	
Serial Number:	86900386	CHEERS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	(212) 756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	Scott Kareff		
Address Line 1:	Schulte Roth & Zabel, 919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Scott Kareff		
SIGNATURE:	/RS for SK/		

CH \$190.00 4864085

DATE SIGNED:	11/01/2016
Total Attachments: 3 source=Trademark Security Agreement - ABC#page1.tif source=Trademark Security Agreement - ABC#page2.tif source=Trademark Security Agreement - ABC#page3.tif	

ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

November 1, 2016

WHEREAS, American Beverage Corporation, a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated January 19, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCW Asset Management Company LLC (f/k/a TCW Asset Management Company), as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest - - Trademarks to be duly executed by its officer thereunto duly authorized as of the date set forth above.

AMERICAN BEVERAGE CORPORATION

By:  _____

Name: Ian B. MacTaggart

Title: Vice President and Assistant Secretary

SCHEDULE A TO ASSIGNMENT OF SECURITY INTEREST -- TRADEMARKS

Trademarks and Trademark Applications
Owned by American Beverage Corporation

1. Registered Trademarks

Company	COUNTRY	Trademark	Registration No.	Filing Date	Registration Date
American Beverage Corporation	UNITED STATES	GREEN BEGINNINGS	4,864,085	07/30/2014	12/1/2015
American Beverage Corporation	UNITED STATES	SWIZZLERS	3,015,053	03/24/2004	11/15/2005

2. Trademark Applications

Company	Country	Trademark	Application No.	Filing Date
American Beverage Corporation	UNITED STATES	DARTY	87123570	8/1/2016
American Beverage Corporation	UNITED STATES	LITTLE HUG FRUIT POUCHES	87127740	8/4/2016
American Beverage Corporation	UNITED STATES	DAILY'S COCKTAILS SKINNY MIX	86927362	3/3/2016
American Beverage Corporation	UNITED STATES	SEIZE THE DAILY'S	86937395	3/11/2016
American Beverage Corporation	UNITED STATES	CHEERS	86900386	2/8/2016