

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410975

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harvest Hill Beverage Company		01/19/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW Asset Management Company LLC		
<b>Also Known As:</b>	f/k/a TCW Asset Management Company		
<b>Street Address:</b>	200 Claredon Street		
<b>Internal Address:</b>	The John Hancock Tower, 51st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0713626	NUTRAMENT	
<b>Registration Number:</b>	2019925	NUTRAMENT THE ENERGY AND FITNESS DRINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024695160		
<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>	2027878220		
<b>Email:</b>	joanna.crosby@hklaw.com		
<b>Correspondent Name:</b>	Joanna Crosby		
<b>Address Line 1:</b>	800 17th Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Joanna D. Crosby		
<b>SIGNATURE:</b>	/joannadcrosby/		
<b>DATE SIGNED:</b>	01/04/2017		
<b>Total Attachments: 3</b>			
source=Harvest Hill_Project Dominica - Trademark Security Agreement - Third Amendment (Executed)#page1.tif			

OP \$65.00 0713626

source=Harvest Hill\_Project Dominica - Trademark Security Agreement - Third Amendment (Executed)#page2.tif  
source=Harvest Hill\_Project Dominica - Trademark Security Agreement - Third Amendment (Executed)#page3.tif

ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

December 30, 2016

WHEREAS, Harvest Hill Beverage Company, 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.

HARVEST HILL BEVERAGE COMPANY

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

Name: Ian B. MacTaggart

Title: Vice President and Secretary

Trademark Security  
Agreement

**TRADEMARK**  
**REEL: 005959 FRAME: 0587**

SCHEDULE A TO ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

Trademarks Owned by Harvest Hill Beverage Company

<b>Company</b>	<b>COUNTRY</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Harvest Hill Beverage Company	UNITED STATES	NUTRAMENT	0713626	04/04/61
Harvest Hill Beverage Company	UNITED STATES	NUTRAMENT THE ENERGY AND FITNESS DRINK	2019925	11/26/96