

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dr. Smoothie Brands, Inc.		07/22/2016	Corporation: CALIFORNIA
LX/JT Intermediate Holdings, Inc.		07/22/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FirstMerit Bank, N.A., as Agent		
Street Address:	222 N. LaSalle Street, 12th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5074548	BEVOLUTION	
Registration Number:	5074546	BEVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6795.010		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	03/10/2017		
Total Attachments: 6 source=Dr Smoothie TM#page1.tif			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 22nd day of July, 2016 by Dr. Smoothie Brands, Inc., a California corporation, Dr. Smoothie Enterprises, a California corporation and LX/JT Intermediate Holdings, Inc., a Delaware corporation ("Grantors"), in favor of FIRSTMERIT BANK, N.A., as administrative agent (the "Agent") for the Lenders (as hereinafter defined):

WITNESSETH

WHEREAS, Grantors, Juice Tyme, Inc., a Wisconsin corporation ("Juice Tyme"), Lemon-X Corporation, a New York corporation ("LX"; together with Juice Tyme and Grantors, collectively, the "Borrowers" and, each individually, a "Borrower") the Agent and the lenders from time to time party thereto (the "Lenders") are parties to a certain Third Amended and Restated Credit and Security Agreement dated as of March 20, 2015 (as the same has been and hereafter may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to the Agent, for its benefit, the benefit of the Lenders, the benefit of the Issuer and the benefit of each of their respective affiliates, a lien upon and security interest in substantially all of the assets of such Grantor including all right title and interest of such Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to the Agent, for its benefit, the benefit of the Lenders, the benefit of the Issuer and the benefit of each of their respective affiliates, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing lien upon and security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Each Grantor warrants and represents to the Agent that:

(i) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Such Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until Grantors' Obligations shall have been satisfied in full and the commitments of the Lenders under the Credit Agreement to lend shall have been terminated, such Grantor shall not, without the prior written consent of the Agent, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and each Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement; provided, however, that each Grantor may grant a license of any Trademark in the ordinary course of its business, so long as the applicable licensee is not an Affiliate of such Grantor, the consideration for such license paid to such Grantor is a fair market rate and such license is part of a commercially reasonable transaction.

5. Product Quality. Each Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of an officer of such Grantor certifying such

Grantor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such additional product quality controls as the Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks.

6. New Trademarks. If, before Grantors' Obligations shall have been satisfied in full or before the commitments of the Lenders to lend under the Credit Agreement shall have been terminated, each Grantor shall (i) become aware of any existing Trademarks of which such Grantor has not previously informed the Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and each Grantor shall give to the Agent prompt written notice thereof. Each Grantor hereby authorizes the Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

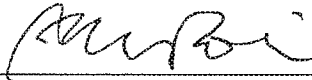
7. Duties of Grantors. Except as otherwise expressly provided in the Credit Agreement, each Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, and (iii) ensure that the Trademarks are and remain enforceable.

8. The Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, each Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. The Agent hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes the Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as the Agent deems to be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantors' Obligations shall have been paid in full and the Lenders' commitments under the Credit Agreement to lend have been terminated. Each Grantor hereby further acknowledges and agrees that the use by the Agent of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from the Agent to such Grantor.

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


DR. SMOOTHIE BRANDS, INC.

By: 
Its: Christopher McRorie
Vice President, General Counsel & Secretary

DR. SMOOTHIE ENTERPRISES

By: 
Its: Christopher McRorie
Vice President, General Counsel & Secretary

LX/JT INTERMEDIATE HOLDINGS, INC.

By: 
Its: Christopher McRorie
Vice President, General Counsel & Secretary

Agreed and Accepted
As of the Date First Written Above

FIRSTMERIT BANK, N.A., as Agent

By: _____
Its: _____

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

DR. SMOOTHIE BRANDS, INC.

By: _____
Its: _____

DR. SMOOTHIE ENTERPRISES

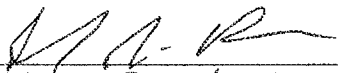
By: _____
Its: _____

LX/JT INTERMEDIATE HOLDINGS, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

FIRSTMERIT BANK, N.A., as Agent

By: 
Its: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
FRUIT CAFÉ FRUIT MIXERS	86472463	Registered	4948142	4/26/16
NUTRI BLENDZ	85630590	Registered	4607914	9/23/14
FRUIT & VEGGIE 5	85820990	Registered	4358157	6/25/13
DR. SMOOTHIE CRUSHED	85789811	Registered	4358096	6/25/13
FIT LYTE	85564088	Registered	4247490	11/20/12
FIT FRUIT	85559270	Registered	4351165	6/11/13
CAFE ESSENTIALS	78937347	Registered	3244953	5/22/07
DR. SMOOTHIE	78628669	Registered	3214815	3/6/07
BIO BAR	7854426	Registered	3087206	5/2/06
[DESIGN ONLY]	78472345	Registered	3219374	3/20/07
DR. SMOOTHIE THE COMPLETE MEAL	78464196	Registered	3207335	2/13/07
100% CRUSHED	77713822	Registered	3812295	6/29/10
FRESH FACE	77666678	Registered	3669318	8/18/09
SMOOTHIECEUTICALS	77695885	Registered	3669393	8/18/09
BEYOND NECTAR	77150643	Registered	3563035	1/20/09
AMINO REPAIR	77110842	Registered	3301577	10/2/07
AMINO HYDRATE	77110832	Registered	3438485	5/27/08
NUTRI-BLENDZ	76635552	Registered	3257409	7/3/07
DR. SMOOTHIE	75422155	Registered	2216470	1/5/99
BEVOLUTION	78981174	Registered	3700448	10/20/09
BEVOLUTION	78807303	Registered	3741226	1/19/10
BEVOLUTION	86717601	Registered	5074548	11/1/16
BEVOLUTION	86717589	Registered	5074546	11/1/16
DR. SMOOTHIE		Registered	Canada Reg. #TMA667311	
100% CRUSHED		Registered	Canada Reg. #TMA869042	
REFRASIA			Canada App. Number 1792394	
BEVOLUTION			Canada App. Number 1793431	