

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419671

<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>
Premier Brands, Inc.		03/15/2017	Corporation: PUERTO RICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	V. Suarez & Co., Inc.		
<b>Street Address:</b>	300 Luchetti Industrial		
<b>City:</b>	Bayamon		
<b>State/Country:</b>	PUERTO RICO		
<b>Entity Type:</b>	Corporation: PUERTO RICO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4733100	NUTRA COCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7877921664		
<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>	(787) 602-1123		
<b>Email:</b>	wajama@prtc.net		
<b>Correspondent Name:</b>	Waldemar Rodriguez		
<b>Address Line 1:</b>	721 Concordia Streeet, Apartment 8		
<b>Address Line 2:</b>	Miramar		
<b>Address Line 4:</b>	San Juan, PUERTO RICO 00907		
<b>NAME OF SUBMITTER:</b>	Waldemar V. Rodriguez		
<b>SIGNATURE:</b>	/Waldemar V. Rodriguez/		
<b>DATE SIGNED:</b>	03/15/2017		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECURITY AGREEMENT dated as of 15 March, 2017, made by Premier Brands, Inc., a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, (herein referred to as the "Debtor"); in favor of V Suarez & Co., Inc., a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, (herein referred to as, the "Secured Party").

WITNESSETH:

WHEREAS, the Secured Party has entered into a Loan with the Debtor dated as of the date hereof set forth in a Promissory Note, as the same may hereafter be amended or otherwise modified from time to time, (the "Promissory Note");

WHEREAS, it is a condition precedent to the disbursement of the Loan by the Secured Party to have the Debtor cause the filing of the security interest contemplated by this Agreement with the United States Patent and Trademark Office ("USPTO") and the State Department of the Commonwealth of Puerto Rico;

NOW, THEREFORE, in consideration of the premises and the agreements herein, the Promissory Note and in order to induce the Secured Party to make the Loan to the Debtor under the Promissory Note, the Debtor hereby agrees with the Secured Party as follows:

SECTION 1. Definitions. Reference is hereby made to this Security Agreement and the Promissory Note for a statement of the terms thereof. All capitalized terms used herein that are not otherwise defined shall have the meanings set forth in this Security Agreement.

SECTION 2. Grant of Security. Debtor hereby pledges to the Secured Party, and hereby grants to the Secured Party, a security interest in all of the Debtors' right, title and interest in and to the following, (the "Collateral"):

(a) all rights of the Debtor to the trademark Nutra Coco, and any aspect of and related to the trademark, Nutra Coco, which includes but is not limited to, the registration of the trademark, any application for registration, related unregistered trademarks, trade dress, logos, designs, fictitious business names related to any aspect of the trademark, any business identifiers as well as any indicia of origin, any words or combinations thereof that create a consumers' association with the Nutra Coco products brand or is inherently distinctive or have developed a secondary meaning that calls the Nutra Coco products to mind, claims for past due or future infringements, of the secured trademark, the ("Trademark") including but not limited to all cash and non-cash proceeds, any item of value for the sale, transfer or any other disposition or encumbrance of the Trademark. The phrase "non-cash proceeds" is defined in the Puerto Rico Commercial Transactions Act (the "UCC") or under other relevant law.

SECTION 3. Security for Obligations. This Security Agreement secures the payment of

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all obligations of every kind and character now or hereafter existing (whether matured or unmatured, contingent or liquidated) of the Debtor with the Secured Party under the Promissory Note and each other agreement or instrument executed in connection therewith, including, without limitation, this Agreement, (the "Loan Documents"), in each case as such agreements or instruments may hereafter be amended or otherwise modified from time to time, whether for principal, interest, fees, expenses, reimbursement, indemnification or otherwise (all such obligations are referred to as the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Debtor to the Secured Party under the Promissory Note and any other Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

SECTION 4. Representations and Warranties. Debtor represents and warrants as follows:

(a) The chief executive offices of Debtor and the office where Debtor keeps its records concerning the Collateral (including any copies of those required for filing with the corresponding government bodies) are located at its principal place of business at 721 Concordia Street, Apt. 8, Miramar, San Juan, Puerto Rico 00907.

(b) Debtor is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Agreement, the Promissory Note and any other Loan Documents.

(c) This Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment of the Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.

(d) No consent of any other person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the creation by Debtor of the security interest granted hereby and other actions necessary or desirable to perfect and protect such security interest or for the execution, delivery or performance of this Agreement by the Debtor, (ii) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest) or (iii) for the exercise by the Secured Party of its rights and remedies hereunder.

(e) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

SECTION 5. Further Assurances.

(a) The Debtor agrees that it will from time to time, at its own expense, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Debtor will execute, file or cause to be filed such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Secured Party may request, in order to perfect and preserve the security interest granted or purported to be granted hereby.

(b) The Debtor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of Debtor where permitted by law.

(c) The Debtor will furnish to the Secured Party from time to time statements further identifying and describing any changes, amendments or variation (which must be approved by the Secured Party) of the Collateral and such other information in connection with any aspect of the Collateral as the Secured Party may reasonably request, all in reasonable detail.

SECTION 6. Location of Collateral; Taxes.

(a) The Debtor will keep its chief executive office and the office where it keeps its respective records concerning the Collateral, at the place specified in Section 4 (a) or, upon 30 days' prior written notice to the Secured Party, at any other locations in a jurisdiction where all actions required by this Agreement will have been taken with respect to said Collateral. The Debtor will hold and preserve such records and will permit representatives of the Secured Party at any time during normal business hours to inspect and make abstracts from such records.

(b) The Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon, and all claims against, the Collateral.

SECTION 7. Transfers and Other Liens. Debtor will not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any lien, security interest, option or other charge or encumbrance upon or with respect to the Collateral, except for the security interest under this Agreement.

SECTION 8. Secured Party Appointed Attorney-in-Fact. The Debtor, to the fullest extent permitted by law, hereby irrevocably appoints the Secured Party as its attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in the Secured Party's sole and absolute discretion, if a default (each, an "Event of Default") under the Promissory Note and any other Loan Documents has occurred and be continuing, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give discharges and receipts for moneys due and to become due under or in connection with the Promissory Note or the Loan Documents;

(b) to receive, indorse, and collect any drafts or other instruments, and documents in connection with the Promissory Note or the Loan Documents; and

(c) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of the amounts under the Promissory Note or the Loan Documents or otherwise to enforce the rights of the Secured Party with respect to the Collateral.

SECTION 9. Secured Party May Perform. If the Debtor fails to perform any agreement contained herein, the Secured Party may to the fullest extent permitted by law and at its sole discretion perform itself, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by Debtor.

SECTION 10. The Secured Party's Power to Act. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral to the fullest extent permitted by law, and does not impose any duty upon it to exercise any such powers. The Secured Party has no duty as to the Collateral, however it may at its sole discretion, take any necessary steps to preserve rights pertaining to the Collateral against any person or entity.

SECTION 11. Remedies. If any Event of Default occurs or is continuing; the Secured Party may, to the fullest extent permitted by law or in equity, at its sole discretion, but has no obligation to:

(a) Exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Promissory Note or the Loan Documents and in any other instrument or agreement securing, evidencing or relating to the Obligations, or otherwise available to it, all the rights and remedies of a secured party under the UCC or other applicable law.

(b) Proceed by a suit or suits at law or in equity to foreclose the security interests granted hereby and sell the Collateral, under judgments or decrees of any court of competent jurisdiction.

(c) Exercise any and all rights and remedies of the Debtor under or in connection with any contracts or otherwise in respect of the Collateral, including, without limitation, any and all rights of the Debtor to take or refrain from taking any action thereunder, or to receive, demand or otherwise require payment of any amount thereunder, or to require the performance of any provision thereof. In furtherance and not in limitation of the foregoing, the Secured Party may: (i) notify any and all obligors under any contracts with the Debtor, that; (a) the same have been assigned to the Secured Party; (b) the Secured Party is entitled to exercise all rights pertaining thereto, and; (c) all payments thereon and other performance thereunder are to be made and rendered directly and exclusively to the Secured Party; (ii) renew, extend, modify, amend, accelerate, accept partial payments or performance on, make allowances and adjustments and issue credits with respect to, release, settle, compromise, compound, collect or otherwise liquidate or deal with, on terms acceptable to the Secured Party in whole or in part, the rights to the Collateral and any amounts owing thereon or any performance due thereunder or any of the Debtors' rights or interests therein; (iii) enter into any other agreement relating to or affecting the rights to the Collateral; and (iv) give all consents, waivers and ratifications in respect of the rights of the Debtor and exercise all other rights, powers and remedies and otherwise act with respect thereto as if it were the owner thereof. Debtor hereby releases the Secured Party from, and agrees to hold the Secured Party harmless from and against, any claims arising out of, any action taken or omitted to be taken with respect to any such contract, except for those claims that are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Secured Party.

(d) Have the Debtor Receive in trust for the benefit of the Secured Party, all payments that may be received by the Debtor related to the payment of the loan under or in connection with any contract or account or otherwise, which will be segregated from other funds of the Debtor and shall be forthwith paid over to the Secured Party in the same form as so received (with any necessary endorsement).

SECTION 12. Indemnity and Expenses.

(a) Debtor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement, the Promissory Note or the Loan Documents (including, without limitation, enforcement of any agreement), except to the extent that such claims, losses or liabilities are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the negligence or willful misconduct of the Secured Party.

(b) Debtor will, upon demand, pay to the Secured Party the amount of any and all reasonable costs and expenses, including the reasonable fees and expenses of their respective counsel and of any experts and agents, which the Secured Party may incur in connection with: (i) the custody, preservation, use, sale, transfer, or other disposition or realization of the Collateral; (ii) the exercise or enforcement of any of the rights of the Secured Party hereunder; or (iii) the failure by the Debtor to perform or observe any of the provisions hereof. Such costs, expenses and fees shall be secured by this Agreement, and in the event the proceeds of any sale or realization of the Collateral are insufficient to pay all amounts to which the Secured party is legally entitled, Debtor will be liable for the deficiency with interest thereon at the default rate specified in the Promissory Note and reasonable attorney's fees for the Secured Party's attorney in such proceedings.

(c) The indemnities and other agreements contained in this Section 12 are in addition to any indemnities and other agreements that may be provided in the Promissory Note and any other Loan Document.

SECTION 13. Security Interest Absolute. Except as otherwise expressly provided herein, all rights of the Secured Party hereunder and the lien created hereunder, and all obligations of the Debtor hereunder, will be absolute and unconditional, and will not be adversely affected or released in any way, irrespective of:

(a) any lack of validity or enforceability of the Promissory Note or any other Loan Document, or any other instrument relating thereto, so long as indefeasible payment in full in cash has not been received by the Secured Party with respect to any outstanding Obligations;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of, or any consent to departure from, this Agreement, the Promissory Note or any Loan Document, or any other agreement or

instrument, including, but not limited to, (i) any increase or decrease in any such Obligations and (ii) any amendment of any Loan Document to permit the Secured Party at its sole discretion (but it is under no obligation to extend further or additional credit to the Debtor;

(c) any taking and holding of collateral (which term for purposes of this Agreement includes, but is not limited to, the Collateral) or additional guaranties for all or any of the Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver or subordination of any collateral or such guaranties; or the termination, release or non-perfection of any collateral or such guaranties or any consent to departure from any security agreement or guaranty with respect thereto;

(d) any manner of application of Collateral, or proceeds thereof, to all or any of the Obligations, or the manner of sale of the Collateral;

(e) any consent by the Secured Party to (i) the change, restructuring or termination of the corporate structure or existence, as the case may be, of the Debtor or guarantor (if any) and (ii) any restructuring or refinancing of, the Obligations or any portion thereof;

(f) any modification, compromise, settlement or release by the Secured Party or, by operation of law or otherwise, collection or other liquidation of the Obligations or the liability of the Debtor, guarantor (if any), or the Collateral, and any refusal by the Secured Party to receive payment, in whole or in part, from any Debtor's obligor in connection with any of the Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Debtor or guarantor (if any); or

(g) to the fullest extent permitted by law, any other circumstance (including, but not limited to, any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, Debtor or guarantor (if any), other than indefeasible payment in full in cash of the Obligations.

Without limiting the generality of the foregoing, Debtor hereby consents to, and hereby agrees, that the rights of the Secured Party hereunder, and the liability of Debtor hereunder, will not be adversely affected by and the security interest created hereby will continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Secured Party upon the insolvency, bankruptcy or reorganization of the Debtor or otherwise, all as though such payment had not been made.

SECTION 14. Amendments: Etc. No amendment or waiver of any provision of this Agreement the Promissory Note or any Loan Document, and no consent to any departure by the Debtor therefrom, will be effective unless it is in writing, and then such waiver or consent will be effective only in the specific instance and for the specific purposes for which given.

SECTION 15. Notices. All notices and other communications provided for hereunder will be in writing and mailed, sent by electronic means of delivery or physically delivered to the respective addresses of the parties hereto set forth in the this Agreement, all in the manner, and to be effective as, provided in this Agreement.



SECTION 16. Continuing Security Interest; No Assignments. This Agreement creates a continuing security interest in the Collateral and will : (a) remain in full force and effect until the payment in full of the outstanding Obligations ; (b) be binding upon the Debtor, its successors and assigns, and (c) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing clause , in the event the Secured Party assigns or otherwise transfers the loan held by it to any other person, then such other person will thereupon become vested with all of the benefits in respect thereof granted by the Promissory Note, this Agreement and the Loan Documents.

SECTION 17. Miscellaneous.

(a) No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder, under the Promissory Note or any Loan Document will operate as a waiver thereof; nor any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Party provided herein, in the Promissory Note or any Loan Document are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Secured Party hereunder and under the Promissory Note or any Loan Document, are absolute against any party, are not conditional or contingent on any attempt by the Secured Party to exercise any of its rights under any other agreement against such party or against any other person.

(b) Addresses:

V Suárez & Co., Inc.  
PO Box 364588  
San Juan, Puerto Rico 00936-4588

Premier Brands Inc.  
721 Concordia Street, Miramar,  
San Juan, Puerto Rico 00907

(c) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction by a firm final and unappealable judgement of a court with jurisdiction, will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) Upon the payment in full of the outstanding Obligations, this Agreement will terminate and the Secured Party will, upon Debtor's request and at the Debtor's expense, execute and deliver such documents as the Debtor reasonably requests to evidence such termination and to obtain its cancellation.

(e) This Agreement will be governed by and construed in accordance with the

laws of the Commonwealth of Puerto Rico, without regard for the Commonwealth of Puerto Rico's private international law provisions relating to conflict or choice of laws, however its perfection as a security interest will be governed by the applicable law of the jurisdiction.


(f) In the event of any inconsistency between the terms of this Agreement and the terms of the Promissory Note or any Loan Document, the terms hereof will be controlling.

Section 18. Waiver of trial by Jury.

THE DEBTOR AND THE SECURED PARTY EACH HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS THEREIN CONTEMPLATED.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed and delivered by its officer hereunto duly authorized, as of the date first above written.

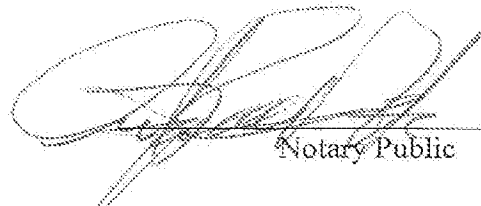
Premier Brands, Inc.

  
By: \_\_\_\_\_  
Name: Waldemar Rodriguez Santiago  
Title: President

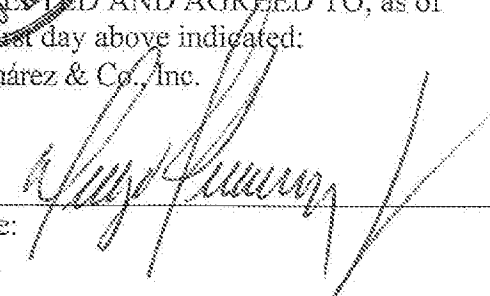
Affidavit No. - 6733 -

Acknowledged and subscribed before me in San Juan, Puerto Rico, by Waldemar Rodriguez Santiago of legal age, married, businessman and resident of San Juan, Puerto Rico, person who is personally known to me, in his capacity as President of Premier Brands, Inc., this \_\_\_\_\_ day of March 2017 at San Juan, Puerto Rico.



  
Notary Public

ACCEPTED AND AGREED TO, as of the \_\_\_\_\_ day above indicated:  
V Suárez & Co., Inc.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

