

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Star Brand Holdings LLC		05/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	801 Broad Street		
Internal Address:	Suite 100		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1994747	BLUE STAR	
Registration Number:	2046079	BLUE STAR	
CORRESPONDENCE DATA			
Fax Number:	4235081232		
<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:	423-757-0232		
Email:	ccharniak@chamblisslaw.com		
Correspondent Name:	Paul S. Weidlich		
Address Line 1:	605 Chestnut Street		
Address Line 2:	Suite 1700		
Address Line 4:	Chattanooga, TENNESSEE 37450		
NAME OF SUBMITTER:	Paul S. Weidlich		
SIGNATURE:	/Paul S. Weidlich/		
DATE SIGNED:	06/15/2017		
Total Attachments: 4			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
INTELLECTUAL PROPERTY

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Intellectual Property Security Agreement dated as of May 26, 2017 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the borrowers thereto (each a "Borrower" and collectively, the "Borrowers") and Pinnacle Bank, a Tennessee banking corporation, ("Lender"), the undersigned Borrower has granted to the Lender a continuing security interest in and continuing lien upon, (i) all trademarks, service marks and related registrations and applications (the "Trademarks") including without limitation those shown below together with (ii) all of the goodwill and assets of the business symbolized by such Trademarks, and (iii) all patents and related applications (the "Patents") including without limitation those shown below, and (iv) all other intellectual property rights including without limitation the web sites and domain name (the "Intellectual Property") shown below, and (v) all trade secret information (the "Trade Secrets") including without limitation those shown below, and (vi) all copyrights whether registered or not registered (the "Copyrights") including without limitation those shown below, and (vii) all royalties, fees, income, payments and other proceeds arising from the foregoing (the "Proceeds"), and (viii) all Proceeds arising from licensing of the foregoing (the "Intellectual Property Licenses"), and (ix) all actions for infringement concerning the foregoing including the right to sue for and to recover and retain all damages and profits arising from past, present, or future infringement.

1. All right and title to the BLUE STAR word mark, U.S. Registration No. 1994747
2. All right and title to the BLUE STAR word and design mark, U.S. Registration No. 2046079
3. All formulas and recipes related to the BLUE STAR product line
4. All technologies, analytical methods, product formulations, databases, operating manuals, trade secrets, know-how, raw material specifications, product specifications and other intellectual property related to the BLUE STAR product line.
5. All copyrights (whether registered or unregistered) related to the BLUE STAR product line.
6. All websites (including, but not limited to, domain names and social media accounts) related to BLUE STAR product line.
7. All of the goodwill associated with the above.

The security interest in the Trademarks, Patents, Copyrights, Trade Secrets, and other Intellectual Property can be terminated only in accordance with the terms of the Security Agreement.

The grant of security interest in intellectual property includes all assets of Debtor whether now owned or hereafter acquired and wherever located including, without limitation, the following:

All of Borrower's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest in whether now or hereafter existing including all Proceeds and products of any and all of the Intellectual Property and including specifically, without limitation, the Intellectual Property described below. Capitalized terms have the following meaning:

(a) "Copyrights" means, collectively all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished), all tangible embodiments of the foregoing and all copyright registrations and applications, in each case, whether now owned or existing or hereafter created or acquired by or assigned to Borrower, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Borrower's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof all whether now or hereafter owned or existing.

(b) "Intellectual Property" means, collectively, the Patents, Trademarks (excluding only United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), Copyrights, Trade Secrets, Intellectual Property Licenses and all other industrial, intangible and intellectual property of any type, including mask works and industrial designs, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower.

(c) "Intellectual Property Licenses" means, collectively, with respect to Borrower, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark, Copyright or Trade Secret or any other patent, trademark, copyright or trade secret, whether Borrower is a licensor or licensee, distributor or distributee under any such license or distribution agreement, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets or any other patent, trademark, copyright or trade secret.

(d) "Patents" means, collectively all patents issued or assigned to, and all patent applications and registrations made by, Borrower (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, all whether now existing or hereafter created or organized, together

with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such Borrower's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower.

(e) "Proceeds" means "proceeds," as such term is defined in the Uniform Commercial Code on the date this Financing Statement is filed and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Borrower, from time to time with respect to any of the Intellectual Property or Intellectual Property Licenses, (b) all payments (in any form whatsoever) paid or payable to Borrower from time to time in connection with any taking of all or any part of the Intellectual Property or Intellectual Property Licenses by any governmental authority or any person acting under color of governmental authority), (c) all judgments in favor of Borrower in respect of the Intellectual Property or Intellectual Property Licenses and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Intellectual Property or Intellectual Property Licenses.

(f) "Trade Secrets" means, collectively, with respect to Borrower, all know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer and supplier lists and information, all other confidential and proprietary information and all tangible embodiments of the foregoing, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such trade secrets, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or future misappropriations thereof, (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present or future misappropriations thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower.

(g) "Trademarks" means, collectively, with respect to Borrower, all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, all whether now or hereafter existing, together with, in each case, the goodwill symbolized thereby and any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Borrower's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to

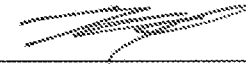
sue for past, present and future infringements thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower.

Very truly yours,

BLUE STAR BRAND HOLDINGS LLC

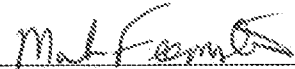
By: FOCUS CONSUMER HEALTH FUND I, LP

By: Focus Consumer Health-GP, LLC
its General Partner

By: 
Kevin Menzel, Manager

Acknowledged and Accepted:

PINNACLE BANK

By: 

Name: Mark Feemster

Title: Senior Vice President