

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437991

<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>
Tender Greens Holdings, LLC		08/03/2017	Limited Liability Company: DELAWARE
B&W Quality Growers, LLC		08/03/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maranon Capital, L.P., as Second Lien Agent		
<b>Street Address:</b>	303 West Madison Street, Suite 2500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4266962	B & W GOURMET FARMS	
<b>Registration Number:</b>	2019435	B&W	
<b>Registration Number:</b>	4175668	IT'S ALL ABOUT THE FLAVOR	
<b>Registration Number:</b>	2148358	SILVER STAR WATERCRESS	
<b>Registration Number:</b>	4175385	THE SUPER LEAF WATERCRESS RICH IN VITAMI	
<b>Serial Number:</b>	87499542	SIENNA RED	
<b>Serial Number:</b>	87499599	POWER 4	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@kattenlaw.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		

CH \$190.00 4266962

<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	08/04/2017
<b>Total Attachments: 4</b> source=maranon b&w trademark security agreement 2017 final (Second Lien)#page1.tif source=maranon b&w trademark security agreement 2017 final (Second Lien)#page2.tif source=maranon b&w trademark security agreement 2017 final (Second Lien)#page3.tif source=maranon b&w trademark security agreement 2017 final (Second Lien)#page4.tif	

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR (THE "INTERCREDITOR AGREEMENT"), DATED AS OF AUGUST 3, 2017, BY AND AMONG MARANON CAPITAL, L.P., IN ITS CAPACITY AS FIRST LIEN AGENT UNDER THE FIRST LIEN LENDING AGREEMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND MARANON CAPITAL, L.P., IN ITS CAPACITY AS SECOND LIEN AGENT UNDER THE SECOND LIEN LENDING AGREEMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE SECOND LIEN LENDING AGREEMENTS (AS DEFINED THEREIN), THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

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#### **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of August 3, 2017, is made by each of the signatories hereto (the "Grantors") in favor of MARANON CAPITAL, L.P., having its principal place of business at 303 West Madison Street, Suite 2500, Chicago, Illinois 60606, as Agent (together with any successor thereto, the "Second Lien Agent"), under the Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TENDER GREENS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), B&W QUALITY GROWERS, LLC, a Florida limited liability company ("B&W") and together with each other Person who becomes a borrower under the Credit Agreement by execution of a joinder or similar acknowledgment thereto, collectively the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto and the Second Lien Agent, as Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make a term loan to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors and the other grantors thereunder have executed and delivered a Second Lien Security Agreement, dated as of the date hereof, in favor of the Second Lien Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Second Lien Agent a security interest in, inter alia, certain Intellectual Property, including those Trademarks set forth on Exhibit A that constitute Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the Grantors agrees, for the benefit of the Second Lien Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. Each of the Grantors hereby grants a continuing security interest in, all of such Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) and all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Exhibit A hereto, or injury to the goodwill associated with any of the foregoing (collectively, the "Trademark Collateral"), to the Second Lien Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Second Lien Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Second Lien Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

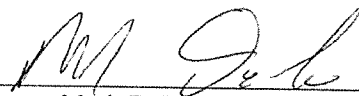
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as if the day and year first above written.

**GRANTORS:**

**TENDER GREENS HOLDINGS, LLC**




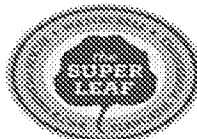
By:   
Name: Mark DeLeo  
Title: Vice President

**B&W QUALITY GROWERS, LLC**

By:   
Name: Mark DeLeo  
Title: Chief Executive Officer

**TRADEMARK**

**REGISTRATIONS AND APPLICATIONS**

<b>Grantor</b>	<b>Mark / Application</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>	<b>Owner</b>	<b>Filing Location</b>
B&W Quality Growers, LLC	B&W GOURMET FARMS and Design 	85-489154 (December 7, 2011)	4,266,962 (January 1, 2013)	B&W Quality Growers, LLC Fellsmere, Florida	USA
B&W Quality Growers, LLC	B&W and Design 	75-073988 (March 18, 1996)	2,019,435 (November 26, 1996)	B&W Quality Growers, LLC Fellsmere, Florida	USA
B&W Quality Growers, LLC	IT'S ALL ABOUT THE FLAVOR	85-492810 (December 12, 2011)	4,175,668 (July 17, 2012)	B&W Quality Growers, LLC Fellsmere, Florida	USA
B&W Quality Growers, LLC		75-192143 (November 4, 1996)	2,148,358 (March 31, 1998)	B&W Quality Growers, LLC Fellsmere, Florida	USA
B&W Quality Growers, LLC	THE SUPER LEAF WATERCRESS RICH IN VITAMINS A, C & K FLAVORFUL POWERHOUSE and Design 	85-478573 (November 22, 2011)	4,175,385 (July 17, 2012)	B&W Quality Growers, LLC Fellsmere, Florida	USA
B&W Quality Growers, LLC	SIENNA RED	87-499542 (June 21, 2017)	N/A (N/A)	B&W Quality Growers, LLC Fellsmere, Florida	USA
B&W Quality Growers, LLC	POWER 4	87-499599 (June 21, 2017)	N/A (N/A)	B&W Quality Growers, LLC Fellsmere, Florida	USA