

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM438655

<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>
KJ Holding Corp.		07/30/2017	Corporation: DELAWARE
King Juice Company, Inc.		07/31/2017	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JOHNSON BANK		
<b>Street Address:</b>	333 East Wisconsin Avenue		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	Banking Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75143676	PIT STOP	
<b>Serial Number:</b>	76192008		
<b>Serial Number:</b>	76078496	CALYPSO	
<b>Serial Number:</b>	85224365	TEAMONADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	414-298-8185		
<b>Email:</b>	tadmin@reinhardt.com		
<b>Correspondent Name:</b>	Daniel E. Kattman		
<b>Address Line 1:</b>	1000 N Water St.		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Daniel E. Kattman		
<b>SIGNATURE:</b>	/dek/		
<b>DATE SIGNED:</b>	08/09/2017		
<b>Total Attachments: 6</b>			
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## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Agreement"), dated as of July 31, 2017, among KJ Holding Corp., a Delaware corporation ("KJ Holding"), King Juice Company, Inc., a Wisconsin corporation ("King Juice" and together with KJ Holding, each a "Debtor" and collectively, the "Debtors"), and JOHNSON BANK, as collateral agent for the Benefited Parties (as defined in the Security Agreement) (in such capacity, the "Secured Party"). King Juice shall be deemed to have executed and delivered this Agreement immediately upon the consummation of the King Juice Acquisition (as defined in the Credit Agreement referenced below), at which time such entity shall be deemed to be a Debtor hereunder.

### **RECITALS**

A. Pursuant to a Credit Agreement dated as of the date hereof (such agreement, as may be amended, revised, supplemented or restated from time to time, the "Credit Agreement") among KJ Holding, King Juice, the financial institutions from time to time party thereto (collectively, the "Lenders") and the Secured Party, the Lenders have agreed to make available to the Debtors certain credit facilities and other financial accommodations pursuant to the terms and subject to the conditions set forth in the Credit Agreement.

B. Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Debtors and the Secured Party, which secures the Obligations (as defined in the Security Agreement) as provided in the Security Agreement;

C. Pursuant to the terms of the Security Agreement, the Debtors have granted to the Secured Party, for the benefit of the Benefited Parties, a security interest in substantially all the assets of the Debtors (excluding Excluded Property as defined in the Security Agreement), including all right, title and interest of the Debtors in, to and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations; and

D. The Benefited Parties require, as a condition to entering into the Credit Agreement, that KJ Holding execute and deliver this Agreement. Immediately upon the consummation of the King Juice Acquisition KJ Holding shall cause King Juice to execute and deliver this Agreement, become a Debtor under this Agreement, and grant a security interest in its Trademark Collateral (as defined below).

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors hereby grant to the Secured Party, for the benefit of the Benefited Parties, to secure the Obligations, a continuing security interest in all of the Debtors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. The Trademarks referred to in Schedule 1 annexed hereto; and

2. all products and proceeds of the foregoing (collectively referred to as the "**Trademark Collateral**").

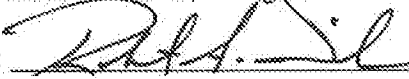
This security interest is granted in conjunction with the security interests granted to the Secured Party, for itself and on behalf of the other Benefited Parties, pursuant to the Security Agreement. The Debtors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Wisconsin. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement, shall be brought only in courts of the state of Wisconsin located in Milwaukee county or the Federal Court for the Eastern District of Wisconsin and the debtors consent to the jurisdiction of such courts, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

JOHNSON BANK, as Agent for the Benefited Parties

By:   
Robert A. Nielsen, Senior Vice President

KJ HOLDING CORP.

By: \_\_\_\_\_  
William J. Schumacher, Chief Financial Officer  
and Chief Operating Officer


Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

JOHNSON BANK, as Agent for the Benefited Parties

By: \_\_\_\_\_  
Robert A. Nielsen, Senior Vice President

KJ HOLDING CORP.

By:   
William J. Schupfacher, Chief Financial Officer  
and Chief Operating Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006126 FRAME: 0618**

IN WITNESS WHEREOF, the undersigned, shall be deemed to have executed and delivered this Agreement upon consummation of the King Juice Acquisition (as defined in the Credit Agreement), at which time, the undersigned shall be bound as a Debtor hereunder, with the same force and effect as if originally named as a Debtor herein. The undersigned hereby pledges and collaterally assigns all of its Trademark Collateral to Secured Party for the benefit of the Benefited Parties, and grants to Secured Party for the benefit of the Benefited Parties, a Security Interest in all of its Trademark Collateral.

KING JUICE COMPANY, INC.

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





William J. Schumacher, Chief Financial Officer  
and Chief Operating Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006126 FRAME: 0619**

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**  
Trademark Collateral

Trademark Registrations and Applications

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Goods
PIT STOP	US	Renewed	75143676	01-AUG-1996	2131943	27-JAN-1998	King Juice Company, Inc.	int. cl. 32 soft drinks
Jolo Logo 	US	Renewed	76192008	08-JAN-2001	2716283	13-MAY-2003	King Juice Company, Inc.	int. cl. 32 non-alcoholic beverages, namely, juices and fruit drinks. [ sports drinks ] and soft drinks
CALYPSO Stylized 	US	Renewed	76078496	27-JUN-2000	3130178	15-AUG-2006	King Juice Company, Inc.	int. cl. 32 lemonade
TEAMONADE	US	Registered	85224365	24-JAN-2011	4012324	16-AUG-2011	King Juice Company, Inc.	int. cl. 30 tea based beverages; tea based beverages with fruit flavoring; beverages made of tea; tea with fruit flavoring and lemonade