

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schlotterbeck & Foss, LLC		09/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Administrative Agent		
Street Address:	6 East 43rd Street		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4533435	S&F	
Registration Number:	3128184	BUMBLEBERRY	
Registration Number:	3276153	BUMBLEBERRY	
Registration Number:	3772578	S&F	
Registration Number:	3733099	WICKED GOOD	
Registration Number:	3427309	GOOD CLEAN FOOD	
CORRESPONDENCE DATA			
Fax Number:	6175743546		
<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:	617-482-1776		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/s/ Stacey A. Mordas		
DATE SIGNED:	09/01/2017		

OP \$165.00 4533435

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 1, 2017 is made by Schlotterbeck & Foss, LLC, a Delaware limited liability company ("Grantor"), in favor of Abacus Finance Group, LLC, in its capacity as Administrative Agent party to the Credit Agreement referred to below (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, the lenders party thereto from time to time, and the Agent, the lenders thereto have agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor and the Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Agent this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Party, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

2.1. all of its Trademarks, including those referred to on Schedule I hereto, 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;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement,

dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Loan Document (as such term is defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

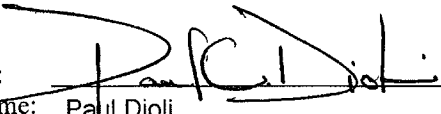
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Security Agreement in accordance with the terms thereof, upon written request of the Grantor, and at the expense of the Grantor, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

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GRANTOR:

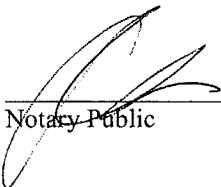
SCHLOTTERBECK & FOSS, LLC

By: 
Name: Paul Dioli
Title: Chief Executive Officer and President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Maine)
COUNTY OF Cumberland) ss.:

On the ____ day of August in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Dioli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

My commission expires:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ABACUS FINANCE GROUP, LLC
as Administrative Agent

By: _____


Name: Aized A. Rabbani

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006146 FRAME: 0046

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Schlotterbeck & Foss, LLC	S&F	86086534	4533435	10/9/13	5/20/2014
Schlotterbeck & Foss, LLC	BUMBLEBERRY	78976389	3128184	2/10/04	8/8/2006
Schlotterbeck & Foss, LLC	BUMBLEBERRY	78365624	3276153	2/10/14	8/7/2007
Schlotterbeck & Foss, LLC	S&F Logo Design 	77533320	3772578	7/29/08	4/6/2010
Schlotterbeck & Foss, LLC	WICKED GOOD	77244378	3733099	8/1/07	1/5/2010
Schlotterbeck & Foss, LLC	GOOD CLEAN FOOD	76648662	3427309	10/17/05	5/13/2008