

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRC BALANCE LLC		10/13/2017	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1808 Aston Avenue, Suite 250		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4578821	KALE-AID	
Registration Number:	4497563	JUBY TRUE	
Registration Number:	4052881	TRUE FOOD KITCHEN	
Registration Number:	4049211	TRUE FOOD KITCHEN	
Registration Number:	3961181	TRUE FOOD KITCHEN GLOBALLY INSPIRED CUIS	
Registration Number:	3688743	TRUE FOOD KITCHEN	
Registration Number:	3620741	TRUE FOOD	
Serial Number:	87442558	JUBY	
CORRESPONDENCE DATA			
Fax Number:	6173417729		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Morgan Lewis Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Gaysunas		

CH \$215.00 4578821

SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	10/24/2017
Total Attachments: 5 source=6. Trademark Security Agreement (executed)#page1.tif source=6. Trademark Security Agreement (executed)#page2.tif source=6. Trademark Security Agreement (executed)#page3.tif source=6. Trademark Security Agreement (executed)#page4.tif source=6. Trademark Security Agreement (executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of October 13, 2017, is made by **FRC BALANCE LLC**, an Arizona limited liability company (the "Grantor").

WHEREAS, the Grantor and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, the "Administrative Agent") are parties to that certain Security Agreement by and among the Grantor, the Administrative Agent and the other persons party thereto from time to time (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Security Agreement").

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment, performance and observance, as applicable, in full of the Secured Obligations, the Grantor did, and hereby does, pledge and grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a Lien on and security interest in all right, title and interest in or to any and all of the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Grantor, including those listed on Schedule A attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each of the parties hereto hereby acknowledges and affirms that the rights and remedies of the Administrative 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

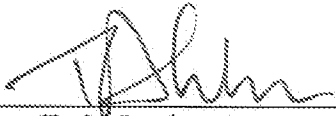
GRANTOR:

FRC BALANCE LLC, an Arizona limited liability company

By: 
Name: Allison Scholder
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:¹

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 
Name: Todd J. Alcantara
Title: Director

¹ The Administrative Agent's acknowledgement of this Trademark Security Agreement shall not be taken into account for purposes of determining whether any Credit Party has complied with applicable deadlines for delivery of executed copies thereof.

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Trademark	Application No. Filing Date	Registration No. Registration Date
FRC Balance LLC	KALE-AID	86026380 8/1/2013	4578821 8/5/2014
FRC Balance LLC		86026284 8/1/2013	4497563 3/18/2014
FRC Balance LLC	TRUE FOOD KITCHEN	85291955 4/11/2011	4052881 11/8/2011
FRC Balance LLC	TRUE FOOD KITCHEN	85290527 4/8/2011	4049211 11/1/2011
FRC Balance LLC		85120928 9/1/2010	3961181 5/17/2011
FRC Balance LLC		77679039 2/26/2009	3688743 9/29/2009
FRC Balance LLC	TRUE FOOD	77501250 6/17/2008	3620741 5/12/2009

Trademark Applications:

Owner	Trademark	Application No.	Filing Date
FRC Balance LLC	JUBY	87442558 5/9/2017	5/9/2017

[True Food Kitchen – Signature Page to Trademark Security Agreement]

DB1/ 93973430.6

RECORDED: 10/24/2017

TRADEMARK
REEL: 006189 FRAME: 0046