

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450809

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lyons Magnus, LLC		11/10/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Medley Capital LLC, Second Lien Collateral Agent
Street Address:	280 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76244076	MAUI FRUIT BLENDS "CATCH THE WAVE"
Serial Number:	85024209	MAUI BEVERAGES
Serial Number:	87559440	LYONS SINCE 1852
Serial Number:	87559420	LYONS
Serial Number:	87559460	LYONS DESIGNER DESSERT SAUCE
Serial Number:	87559395	READYCARE
Serial Number:	87559456	LYONS SWEET INDULGENCE
Serial Number:	87558606	MAUI ORIGINAL FRUIT BLENDS

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F173781 Second Lien

TRADEMARK

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	11/14/2017
Total Attachments: 6 source=medley sierra second lien trademark security agreement (EXECUTED)#page1.tif source=medley sierra second lien trademark security agreement (EXECUTED)#page2.tif source=medley sierra second lien trademark security agreement (EXECUTED)#page3.tif source=medley sierra second lien trademark security agreement (EXECUTED)#page4.tif source=medley sierra second lien trademark security agreement (EXECUTED)#page5.tif source=medley sierra second lien trademark security agreement (EXECUTED)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 10, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as grantor on the signature pages hereto (collectively, the "**Grantor**") in favor of **MEDLEY CAPITAL LLC**, as second lien collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Second Lien Collateral Agent**").

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of November 10, 2017 (the "**Pledge and Security Agreement**") among the Grantor and the other grantors party thereto and the Second Lien Collateral Agent pursuant to which the Grantor granted a security interest to the Second Lien Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Second Lien Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security

interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

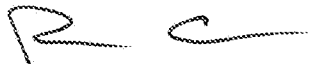
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Lyons Magnus, LLC

By: 
Name: Robert E SmithCamp
Title: CEO

Accepted and Agreed:

MEDLEY CAPITAL LLC,
as Second Lien Collateral Agent



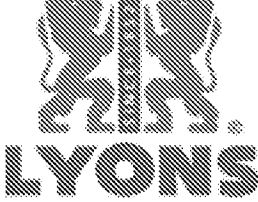



By: 
Richard T. Allorto, Jr., Chief Financial
Officer



{Signature page -- Second Lien Trademark Security Agreement}

TRADEMARK
REEL: 006204 FRAME: 0455

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
	76-244076	04/20/2001	2,745,939	08/05/2003
	85-024209	04/27/2010	4,485,446	02/18/2014
	87-559440	08/07/2017	pending	pending
	87-559420	08/07/2017	pending	pending
	87-559460	08/07/2017	pending	pending
	87-559395	08/07/2017	pending	pending

	87-559456	08/07/2017	pending	pending
	87-558606	08/07/2017	pending	pending