

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smoothie King Franchises, Inc.		03/05/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Whitney Bank, as Agent		
Street Address:	228 St. Charles Avenue		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70130		
Entity Type:	State Chartered Bank: LOUISIANA		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Registration Number:	2743254	100% FRESH ENERGY JUICE	
Registration Number:	3106792	ACAI ADVENTURE	
Registration Number:	3109339	BANANA BERRY TREAT	
Registration Number:	2602784	BANANA BOAT	
Registration Number:	1845979	BE GOOD TO YOURSELF!	
Registration Number:	3126259	BERRY PUNCH	
Registration Number:	1960186	BLENDING EXPERIENCE WITH OPPORTUNITY	
Registration Number:	2657062	BLUEBERRY HEAVEN	
Registration Number:	1874101	CARIBBEAN WAY	
Registration Number:	2706687	CHERRY PICKER	
Registration Number:	4126167	CHOCOLATE SHREDDER	
Registration Number:	2755910	COCONUT SURPRISE	
Registration Number:	2364537		
Registration Number:	2366358		
Registration Number:	3437334	CW JR.	
Registration Number:	3165680	FRUIT FUSION	
Registration Number:	5115027	G	
Registration Number:	2832936	GLADIATOR	
Registration Number:	2948514	GLADIATOR	
TRADEMARK			

OP \$1390.00 2743254

Property Type	Number	Word Mark
Registration Number:	2706688	GRAPE EXPECTATIONS
Registration Number:	3306552	GREEN TEA TANGO
Registration Number:	2669093	HEARTY APPLE
Registration Number:	2755909	IMMUNE BUILDER
Registration Number:	3109338	ISLAND IMPACT
Registration Number:	2344595	JUICE FUSION
Registration Number:	2011707	LEMON TWIST
Registration Number:	1911670	LIGHT & FLUFFY
Registration Number:	3492230	MAKE IT SKINNY
Registration Number:	1825363	MUSCLE PUNCH
Registration Number:	2657061	ORANGE KA-BAM
Registration Number:	3106794	PASSION PASSPORT
Registration Number:	1918244	PEACH SLICE PLUS
Registration Number:	1869860	PEP UPPER
Registration Number:	2748190	PINA COLADA ISLAND
Registration Number:	1863878	PINEAPPLE PLEASURE
Registration Number:	4281921	PINEAPPLE SURF
Registration Number:	1861112	POWER PUNCH PLUS
Registration Number:	4795682	PURE RECHARGE
Registration Number:	4670271	PURE RECHARGE SMOOTHIE
Registration Number:	2748575	SMOOTH2O
Registration Number:	2036826	SMOOTHIE KING
Registration Number:	3542738	SMOOTHIE KING
Registration Number:	1840792	SMOOTHIE KING
Registration Number:	1633522	SMOOTHIE KING HOME OF THE MUSCLE PUNCH
Registration Number:	4770000	SMOOTHIES WITH A PURPOSE
Registration Number:	2654923	STRAWBERRY X-TREME
Registration Number:	2709982	STRAWBERRY-KIWI BREEZE
Registration Number:	1855908	SUPER PUNCH PLUS
Registration Number:	1864874	THE ACTIVATOR
Registration Number:	2330462	THE KING
Registration Number:	2496259	THE ORIGINAL. THE KING.
Registration Number:	4126168	VANILLA SHREDDER
Registration Number:	2707002	YOGURT D-LITE
Serial Number:	87304116	THINSWEET
Registration Number:	4642119	SMOOTHIE KING

CORRESPONDENCE DATA

Fax Number: 5045853801

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: 504-585-3803

Email: areaux@carverdarden.com

Correspondent Name: Raymond G. Areaux

Address Line 1: 1100 Poydras Street

Address Line 2: Suite 3100

Address Line 4: New Orleans, LOUISIANA 70128

NAME OF SUBMITTER:	Theodore S. Owers III
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SIGNATURE:	/Theodore S. Owers III/
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DATE SIGNED:	03/08/2018
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Total Attachments: 14

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SECURITY AGREEMENT

This Security Agreement (this "Security Agreement") is effective the 5th day of March, 2018, and is made by SMOOTHIE KING FRANCHISES, INC., a Louisiana corporation (hereinafter referred to as "Grantor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of the Agent, for the benefit of the Secured Parties (as hereinafter defined). Additional information relating to Grantor is set forth on Schedule I to this Security Agreement. "Borrower" shall mean individually, collectively, and interchangeably any, each and/or all of SK USA INC.

RECITALS:

Borrower, the Agent and the Lenders (as hereinafter defined) are parties to that certain Credit Agreement, dated effective the 5th day of March, 2018, (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement").

As a condition to the Lenders extending credit to Borrower, the Lenders require that Grantor enter into this Security Agreement.

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

Capitalized terms used in this Security Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. In addition to the terms defined elsewhere in this Security Agreement or in any Exhibit or Schedule hereto, when used in this Security Agreement, the following terms shall have the following meanings (such meanings shall be equally applicable to the singular and plural forms of the terms used, as the context requires):

"Agent" shall mean Whitney Bank in its capacity as agent for the Secured Parties and its successors in such capacity.

"Lenders" shall mean Whitney Bank and Texas Capital Bank, and their respective successors and assigns, and any other lender(s) who may from time to time become a party to the Credit Agreement.

"Obligations" shall mean, without duplication, (a) the Loans and (b) all indebtedness, liabilities and obligations (including, without limitation, principal, interest, fees, collection costs and expenses, reasonable attorneys' fees and other amounts) of Borrower and each Subsidiary, and of any one or more of them, to any one or more of the Secured Parties evidenced by or arising under or in connection with any one or more of the Transaction Documents (including, without limitation, the Credit Agreement, the Notes, the Interest Rate Protection Agreements and the Lender Products), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"Secured Parties" shall mean the Agent and the Lenders.

"Subsidiary" shall mean (a) any corporation of which more than fifty percent (50%) of the issued and outstanding capital stock entitled to vote for the election of directors is at the time owned directly or indirectly by Borrower or any Subsidiaries or (b) any partnership, limited liability company, business trust, or any other similar entity of which more than fifty percent (50%) of the voting interests is at the time owned directly or indirectly by Borrower or any Subsidiaries, including, without limitation, the Existing Subsidiaries. As used herein, reference to Borrower and its Subsidiaries shall mean and include Borrower and all Subsidiaries of Borrower (whether or not such Subsidiaries are direct or indirect Subsidiaries of Borrower).

Grantor hereby pledges, hypothecates, and grants to the Agent, for the benefit of the Secured Parties, a continuing and first priority security interest in: (a) all property of Grantor, or all property in which Grantor has an interest, that is now or hereafter on deposit with, in the possession of, under the control of or held by any of the Secured Parties or any financial institution affiliate of any of the Secured Parties, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations, and other securities, investment

property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, electronic chattel paper, tangible chattel paper, letter of credit rights, payment intangibles, and other property (except IRA, pension, and other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity) and (b) the following described property, whether now owned or hereafter arising or acquired by Grantor and wherever located:

- (1) all accounts, chattel paper, instruments, inventory, documents, equipment, and general intangibles, including, without limitation, all royalty income, trademarks, recipes, copyrights and patents;
- (2) the trademarks, trademark application(s), and trademark registration(s) described on Schedule II attached hereto and the goodwill of the business which pertains to such trademarks; and
- (3) the copyrights bearing copyright registration number V3393P001 and the goodwill of the business which pertains to such copyrights;

together with all additions, replacements, substitutions, accessions and improvements, and all supporting obligations, profits, products and proceeds including insurance proceeds, cash proceeds, and non-cash proceeds including, but not limited to, all accounts, chattel paper, documents, instruments, general intangibles, investment property and supporting obligations relating to or arising out of any of the foregoing and all interest, dividends, income, profits, and distributions (including, without limitation, stock splits and stock dividends), and all proceeds and products of any of the foregoing including, without limitation, insurance proceeds, refunds, and premium rebates that arise out of any of the foregoing, (collectively, the “Collateral”). The terms used herein to describe the Collateral shall have the meanings provided in Chapter 9 of the Louisiana Uniform Commercial Code, as the same may be amended or supplemented from time to time (the “UCC”).

1. Obligations. The security interests granted pursuant to this Security Agreement shall secure the payment and performance of all Obligations; provided that, in the event Grantor is not a Qualified ECP Guarantor, the term “Obligations,” as used herein, shall not include any obligations arising under any Lender Interest Rate Protection Agreement. All Collateral shall remain subject to this Security Agreement until the full and complete payment and performance of all Obligations and until the Lenders have no obligation to extend further advances to Grantor or to Borrower or to any Subsidiary and any financing statements filed in connection with this Security Agreement have been terminated.

2. Authority to File; Further Assurances. Grantor authorizes the Agent at any time, without further consent or the signature of Grantor, to file (including by any electronic method) in any jurisdiction, financing statements, amendments to financing statements, continuations of financing statements, or other documents covering the Collateral or any part thereof, including, without limitation, any filings with the United States Patent and Trademark Office, the United States Copyright Office or any other office of any foreign jurisdiction having jurisdiction of the registration of any Intellectual Property (as defined herein) of the Grantor. Grantor agrees that a photographic, electronic or other reproduction of this Security Agreement is sufficient as a financing statement. Grantor also ratifies its authorization for the Agent to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof. Grantor further agrees to promptly take such additional actions and to execute such additional documents as the Agent deems reasonably necessary or advisable to perfect, continue the perfection of, maintain the priority of, and otherwise to protect and preserve the Agent’s security interest in the Collateral and to prevent the accrual of prescription or statute of limitations with respect to the Collateral. Grantor shall execute any endorsements, assignments and stock powers with respect to the Collateral, in form and substance satisfactory to the Agent, that the Agent may request. Grantor will note the Agent’s security interest upon any chattel paper and instruments not delivered to the Agent. As may be necessary or advisable to ensure the attachment, perfection or priority of, or ability of the Agent, for the benefit of the Secured Parties, to enforce its security interest in, the Collateral, Grantor will: (i) cause or allow the Agent to cause the Agent’s or any Lender’s name to be noted as secured party on any certificate of title for any titled goods; (ii) comply with any provision of any statute, regulation or treaty of the United States as to any Collateral; (iii) obtain any governmental and other third party consents or approvals; and (iv) obtain subordinations and/or waivers from mortgagees or landlords in form and substance satisfactory to the Agent.

3. Representations, Warranties and Covenants. Grantor represents and warrants to and covenants with the Agent as follows, which representations, warranties and covenants shall survive the execution and delivery of this Security Agreement and remain effective until all Obligations have been satisfied:

a. Grantor. Grantor's exact legal name, Grantor's place of incorporation or organization, and Grantor's domicile or chief executive office are correctly recited in the opening paragraph of this Security Agreement and on Schedule I hereto and the description and identification of the Collateral contained herein or on any exhibits hereto is correct and complete. UNTIL ALL OBLIGATIONS ARE PAID IN FULL GRANTOR SHALL NOT, WITHOUT PROVIDING THE AGENT WITH 30 DAYS PRIOR WRITTEN NOTICE: (1) CHANGE GRANTOR'S DOMICILE, NAME, LEGAL FORM, STATE OR JURISDICTION OF ORGANIZATION, OR TAXPAYER IDENTIFICATION NUMBER; (2) TAKE TITLE TO ANY COLLATERAL IN ANY OTHER NAME; OR (3) HOLD OR MOVE ANY THE COLLATERAL IN OR TO A LOCATION OTHER THAN THE LOCATIONS DISCLOSED ON SCHEDULE I.

b. Title. Grantor owns (and as to any Collateral acquired after the date hereof will own) good and complete title to the Collateral free of any lien, security interest, encumbrance or other claim, right, title or interest of any person other than Permitted Liens. Grantor has the unqualified right and power to grant a security interest in the Collateral without the consent of any other person. There is no financing statement (or similar statement or registration under the law of any jurisdiction) now on file in any public office covering any interest in the Collateral, other than in favor of any of the Secured Parties, which has not been terminated or released by the secured party named therein. Except for Permitted Liens, Grantor shall not create or permit to exist any lien, claim or security interest on, or sign or authorize any financing statement or similar statement or registration relating to, the Collateral other than in favor of any of the Secured Parties and shall defend the Collateral against all claims and demands of any person adverse to the interests of the Secured Parties.

c. Control. With respect to any Collateral consisting of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper or any other Collateral of a type in which a security interest is or may be perfected by control, Grantor will take such action, enter into such agreements and arrangements and obtain from third parties such documents and agreements as the Agent deems reasonable necessary or advisable in order to obtain control over such Collateral to the satisfaction of the Agent. The term "control" as used herein shall have the meaning provided in the UCC. The Agent may renew certificates of deposit or other renewable items included in the Collateral.

d. Sale and Use of Collateral. The Grantor will not sell, transfer, assign or dispose of the Collateral or any material part thereof (except for sales of goods in the ordinary course of business) without the prior written consent of the Agent; provided that, so long as no Event of Default has occurred and is continuing, Grantor may sell corporate stores in the ordinary course of business. The Grantor will keep the Collateral in good order and repair and will not use the Collateral in violation of any material law, rule, regulation or ordinance or any applicable insurance policy. The Grantor will not assert against any of the Secured Parties any claim or defense which the Grantor may have against any seller of the Collateral or any part thereof or against any other Person with respect to the Collateral or any part thereof. The Grantor will indemnify and hold the Secured Parties harmless from and against any loss, liability, damage, costs and expenses whatsoever arising from the Grantor's use, operation, ownership or possession of the Collateral and any part thereof.

e. Accounts and Chattel Paper. With respect to any Collateral consisting of accounts or chattel paper:

i. Grantor represents and warrants that as of the time each account or chattel paper arises, each such account or chattel paper contract and all agreements and documentation relating thereto are genuine and in all respects what they purport to be and that the account or chattel paper constitutes the genuine, legal, valid and binding obligation of the account debtor enforceable in accordance with its terms, and is in compliance and will conform with all applicable federal, state and local laws (including applicable usury laws).

ii. Upon the occurrence and during the continuance of any Event of Default, the Agent shall have the right to notify the account debtors obligated on any or all accounts and chattel paper included

in the Collateral to make payment thereon directly to the Agent or its agent and to take control of all proceeds thereof. Until such time as the Agent elects to exercise such right by written notice to Grantor, Grantor is authorized and agrees to administer the accounts and chattel paper in a fiduciary capacity as agent for the Secured Parties, and take all actions necessary to collect any amounts due thereon. Upon the occurrence and during the continuance of any Event of Default, if requested by the Agent, Grantor shall immediately deposit all proceeds of the accounts and chattel paper in precisely the form received into a deposit account of Grantor with any Secured Party designated by Grantor and approved by the Agent for that purpose. Pending such deposit, Grantor will not commingle any such checks or other remittances with any of Grantor's other funds or property, but will hold them separate and apart therefrom and in trust until deposit is made in the designated deposit account. The Grantor will duly fulfill all obligations on the Grantor's part under or in connection with the accounts and chattel paper and will do nothing to impair the rights of the Agent, for the benefit of the Secured Parties, therein. The Agent shall have no obligation to do or perform any obligation of Grantor with respect to any account or chattel paper, but upon the occurrence and during the continuance of any Event of Default, the Agent may, at its election, perform some or all of Grantor's obligations, and any liability or expenses incurred in connection therewith shall be payable by Grantor to the Agent on demand and shall be secured by the Collateral hereunder.

iii. Grantor will use a chattel paper contract and an account agreement and account receivable invoice form in its dealings with account debtors which bars the account debtor from asserting defenses to payment against any of the Secured Parties. Except in the ordinary course of business prior to an Event of Default, the Grantor will not rescind or cancel any indebtedness evidenced by any account or chattel paper or modify any term thereof or make any adjustment with respect thereto, or extend or renew the same, or compromise or settle any dispute, claim, suit or legal proceeding relating thereto, or sell any account, chattel paper or interest therein, without the prior written consent of the Agent.

iv. Grantor warrants that none of the account debtors or other persons obligated on any of the Collateral is subject to the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral and will immediately notify the Agent if any accounts or chattel paper included in the Collateral arise out of any contracts with the United States, any state or local government, or any department, agency, unit or instrumentality thereof, and agrees to take such additional actions and execute such additional documents as the Agent may reasonably deem necessary or advisable to ensure that all moneys due or to become due under any such contract are assigned and payable to the Agent, for the benefit of the Secured Parties, and any requirements for notice to any governmental authority is given.

v. The Grantor will keep and maintain at Grantor's cost and expense satisfactory and complete records of the accounts and chattel paper, including, but not limited to, records of the shipment and receipt of goods and/or the performance of any services or obligations related to any such accounts or chattel paper, all payments received, all credits granted thereon, all discounts granted, all merchandise returned and all other dealings therewith. Upon request by the Agent, Grantor will promptly: (a) furnish to the Agent copies, or originals if so requested, of any invoices, contracts, agreements or other books and records relating to any such Collateral; (b) give the Agent, for the benefit of the Secured Parties, written assignments, in form and substance acceptable to the Agent, of specific accounts or chattel paper, or groups thereof; and (c) imprint a legend in form and manner satisfactory to the Agent stating that the account, chattel paper and other books and records evidencing or pertaining to said Collateral is subject to a security interest in favor of the Agent, for the benefit of the Secured Parties.

vi. Within ten (10) days after receiving the Agent's request for such, Grantor shall provide to the Agent listings of all accounts and chattel paper, showing the name, address and the amount owed by each account debtor and agings of any accounts receivable.

f. Investment Property.

i. So long as no Event of Default has occurred and is continuing, and the Borrower has not received written notice from the Agent stating its intention to exercise its rights and remedies hereunder, Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to any stocks, bonds, securities or other investment property included in the Collateral or any part thereof for any purpose not inconsistent with the terms or purposes hereof, of the Credit Agreement or of any other Transaction Document; provided, however, that Grantor (a) shall not vote any such Collateral in any manner that would adversely affect the Secured

Parties' rights and (b) authorizes the Agent, in its discretion, to transfer to or register in its name or the name of its nominee any such Collateral, with or without indication of the security interest herein created. The Agent is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the Collateral, including, without limitation, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of the Secured Parties with respect to any such Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

ii. Provided no Event of Default has occurred and is continuing, Grantor shall be entitled to receive and retain, and to utilize free and clear of the liens created herein, all Distributions received by Grantor, only if and to the extent made in accordance with the provisions of the Credit Agreement.

g. Intellectual Property Grantor shall notify the Agent immediately upon the occurrence of each of the following (i) Grantor's acquisition after the date of this Agreement of any material general intangibles consisting of patents, patent rights, patent applications, patent licenses, copyrights, copyrights applications, copyright licenses, trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, applications for registration of trademarks, trade names and service marks, fictitious names registrations and trademark, trade name and service mark registrations, trademark licenses, and all derivations thereof (collectively, "Intellectual Property") and (ii) Grantor obtaining knowledge that any application or registration relating to any of the trademarks or copyrights specifically described herein or any other material Intellectual Property owned by or licensed to Grantor is reasonably likely to become abandoned or dedicated, or of any material adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Copyright Office, the United States Patent and Trademark Office or any court) regarding Grantor's ownership of the same, its right to register the same, or to keep and maintain the same. In the event that the Agent shall so require, Grantor will execute and deliver to the Agent, for the benefit of the Secured Parties, at any time or from time to time, any Patent Security Agreement, Copyright Security Agreement or Trademark Security Agreement, as the Agent shall require and as is necessary, and shall execute and deliver to the Agent any other document required to acknowledge or register or perfect the interest of the Agent, for the benefit of the Secured Parties, in any part of the trademarks or copyrights specifically described herein or any other Intellectual Property, including without limitation, at Grantor's sole cost and expense filing of any such Patent Security Agreement, Copyright Security Agreement or Trademark Security Agreement in the United States Patent and Trademark Office, the United States Copyright Office or any other domestic or foreign jurisdiction in which such filing is necessary or appropriate as determined by the Agent.

So long as no Event of Default has occurred and is continuing, and the Borrower has not received written notice from the Agent stating its intention to exercise its rights and remedies hereunder, Grantor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of Grantor, such applications for protection of the Intellectual Property and suits, proceedings, or other actions to prevent the infringement, misappropriation, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Intellectual Property.

h. Landlord, Mortgagee Disclaimer. Promptly upon request by the Agent, the Grantor shall use commercially reasonable efforts to cause each mortgagee of real property owned by the Grantor and each landlord of real property leased by the Grantor on which any goods of material value are or may be located at any time to execute and deliver agreements satisfactory in form and substance to the Agent by which such mortgagee or landlord waives and disclaims any rights such mortgagee or landlord may have or claim to have in any such goods and consents to the removal thereof by the Agent or its authorized representatives.

i. Additional Covenants.

i. Intentionally left blank.

ii. Grantor authorizes the Agent, in its sole discretion, upon the occurrence and during the continuance of any Event of Default, (a) to notify the obligor on any Collateral to make payments directly to the Agent, for the benefit of the Secured Parties, or to otherwise render performance to or for the benefit of the Agent; (b) to collect, receive and recover any money, proceeds or other property at any time due with respect to the Collateral and in connection therewith, to endorse notes, checks, drafts or other evidence of payments; and (c) to

enforce, settle, adjust and compromise, in the Agent's sole discretion, all present and future rights and claims of Grantor with respect to the Collateral.

iii. If the Grantor at any time holds or acquires a commercial tort claim that is in excess of \$500,000.00, Grantor shall immediately notify the Agent in writing of the details thereof and, if requested by the Agent, grant to the Agent, for the benefit of the Secured Parties, in writing, in form and substance satisfactory to the Agent, a security interest therein or lien thereon and in the proceeds thereof.

iv. Grantor hereby agrees that, upon the occurrence and during the continuance of any Event of Default, all instruments, documents of title, chattel paper, interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), and proceeds with respect to the Collateral shall, upon receipt in negotiable form, be delivered to the Agent, for the benefit of the Secured Parties, with any necessary assignment or endorsement.

4. Intentionally left blank.

5. Taxes. Grantor agrees to pay or discharge prior to delinquency all taxes, assessments, levies, and other governmental charges imposed on its property, except Grantor shall not be required to pay or discharge any tax, assessment, levy, or other governmental charge if (a) the amount or validity thereof is being contested by the Grantor in good faith by appropriate proceedings diligently pursued, (b) such proceedings do not involve any risk of sale, forfeiture, or loss of the Collateral or any interest therein, and (c) adequate reserves therefore have been established in conformity with generally accepted accounting principles.

6. Access; Inspection Rights. Grantor shall at all reasonable times permit the Agent, its officers and agents, access to the Collateral and to all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the Collateral. Grantor shall furnish all assistance and information that the Agent may reasonably require to conduct such inspections and verifications. Upon request, Grantor, at its expense, shall cause or permit an independent certified public accountant, appraiser or other expert selected by the Agent to prepare and deliver to the Agent a verification of the existence, condition or value of the Collateral. The relationship between the Agent and Borrower and Grantor shall remain solely that of debtor and creditor and the Agent neither undertakes nor assumes any responsibility to review, inspect, supervise, approve or inform Borrower or Grantor with respect to any matters related to the operation of Borrower or Grantor's business, financial matters or the Collateral. All inspections, reviews, audits and appraisals conducted by the Secured Parties or their agents are for the sole use, protection and benefit of the Secured Parties, regardless of whether they were paid for by the Borrower or Grantor. Neither Borrower nor Grantor may rely on any inspections, reviews, audits or appraisals conducted or obtained by the Secured Parties and must rely solely on its own judgment with respect to matters covered therein.

7. Insurance. At Grantor's expense, Grantor will: (1) keep all tangible Collateral fully insured for the benefit of both Grantor and the Agent, for the benefit of the Secured Parties, by insurers in amounts and under such policies and in such form as shall be approved by the Agent, which policies shall provide that loss thereunder shall be payable to the Agent as its interest may appear and which shall include, where available, a New York standard mortgage payable clause (long form) in favor of the Agent; and (2) promptly deliver the insurance policies or certificates thereof to the Agent. Upon any failure of the Grantor to comply with this Section, the Agent may at the Agent's option, and without affecting any other rights or remedies the Agent, for the benefit of the Secured Parties, may have, procure the insurance protection the Agent deems necessary, the premiums for which shall be part of the Obligations secured by the Collateral and which shall be payable by Grantor on demand with interest at the highest, nonusurious rate of interest applicable to overdue payments of principal and/or interest on any of the Obligations as in effect from time to time. The Grantor hereby assigns to the Agent, for the benefit of the Secured Parties any and all moneys which may become due and payable with respect to the Collateral under any policy insuring the Collateral, including return of unearned premiums, and directs any such insurance company to make payment directly to the Agent; and such moneys shall be applied in accordance with the Credit Agreement.

8. Payment of Expenses; Indemnification. Before or after the occurrence of an Event of Default, the Agent, for the benefit of the Secured Parties, may, from time to time, take such actions as it deems reasonably

necessary, in its discretion, to maintain or preserve the Collateral and to protect and defend its interest therein, including, without limitation, payment and discharge of taxes, liens or other encumbrances thereon, making repairs, and paying any filing or recording fees and indebtedness and other taxes payable in connection with the Collateral, this Security Agreement or the transactions contemplated hereby. The Grantor agrees to pay on demand all reasonable costs and expenses incurred by the Secured Parties in connection with the negotiation, preparation, execution, administration, and enforcement of this Security Agreement and any and all amendments, modifications, and supplements hereto and the maintenance, preservation or protection of the Collateral and/or the Secured Parties' interest therein. The Grantor agrees to pay and to hold the Secured Parties harmless from and against all fees and all excise, sales, stamp, indebtedness and other taxes payable in connection with this Security Agreement or the transactions contemplated hereby. The Grantor hereby agrees to defend, indemnify and hold harmless the Secured Parties and each affiliate thereof and their respective officers, directors, employees, attorneys, and agents from, and hold each of them harmless against, any and all losses, claims, actions, damages, penalties, judgments, costs, and expenses (including reasonable attorneys' fees and expenses) to which any of them may become subject which directly or indirectly arise from or relate to (a) the negotiation, execution, delivery, performance, administration, or enforcement of this Security Agreement or any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, (b) use, operation, condition, possession or ownership of the Collateral or any part thereof, (c) any breach by the Grantor of any representation, warranty, covenant, or other agreement contained in this Security Agreement or any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, or (d) any investigation, litigation, or other proceeding, including, without limitation, any threatened investigation, litigation, or other proceeding relating to any of the foregoing; provided, however, that the Grantor shall have no obligation hereunder for any such losses, claims, damages, penalties, judgments, costs or expenses sustained or incurred as a direct result of any of the Secured Parties' gross negligence or willful misconduct. The Grantor hereby further agrees to defend, indemnify and hold the Secured Parties and any agent designated by the Secured Parties to take possession of any Collateral harmless from and against all losses, claims, actions, damages, penalties, judgments, costs, expenses (including reasonable attorneys' fees and expenses) suffered by the Secured Parties and such agent(s) in connection with the performance of their duties or enforcement of their rights hereunder (except to the extent sustained or incurred as a direct result of any of the Secured Parties' or such agent's gross negligence or willful misconduct), including all steps taken or not taken in connection with the perfection, maintenance, protection or enforcement of the security interests in the Collateral.

9. Intentionally left blank.

10. Power of Attorney. Grantor hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact, upon the occurrence and during the continuance of any Event of Default, with full irrevocable power and authority in the name, place and stead of the Grantor or in the Agent's own name, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Grantor, to exercise, upon the occurrence and during the continuance of any Event of Default, at the Agent's sole discretion and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of sale and inspection, deriving from Grantor's ownership of or other interest in the Collateral. This power of attorney is a power coupled with an interest and shall be irrevocable. To the extent permitted by law, the Grantor hereby ratifies all that such attorneys shall lawfully do or cause to be done in accordance with this Security Agreement. The powers conferred on the Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon the Agent to exercise any such powers. The Agent shall be accountable only for the amounts that its actually receives as a result of the exercise of such powers, and neither the Agent nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for the Agent's own gross negligence or willful misconduct.

11. Remedies. Upon the occurrence of an Event of Default, the Obligations shall, at the option of the Agent, become immediately due and payable in full without notice of intent to accelerate, notice of acceleration, demand or protest, and the Agent, for the benefit of the Secured Parties, shall have all rights and remedies available to it under applicable law, including without limitation, the rights and remedies of a secured party under the UCC, all of which shall be cumulative. In addition and without limitation, the Agent (a) may require Grantor to, and

Grantor hereby agrees that it will, at its expense and upon request of the Agent, assemble the Collateral and any related books and records as directed by the Agent and make the same available to the Agent upon request, at a place to be designated by the Agent, which is reasonably convenient to both parties; (b) may sell, assign, transfer and effectively deliver all or any part of the Collateral at one or more public or private sales, through any exchange or broker (including an online exchange or broker), or by way of one or more contracts, at such prices and on such terms as the Agent may deem best, for cash or on credit, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (c) may cause all or any part of the Collateral to be seized and sold, under writ issued in execution of a judgment obtained upon the Obligations, or under any other pre- or post-judgment legal procedure. Grantor agrees that the sale or other disposition of any part of the Collateral shall not exhaust the Agent's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until all Obligations have been paid in full. Except for any Collateral that is perishable or threatens to decline speedily in value, the Agent shall give or mail to Grantor and other persons as required by law, reasonable notice of the time and place of any public sale thereof, or the time after which any private sale may be made. The requirement of reasonable notice shall be met if such notice is mailed, postage-prepaid by ordinary mail addressed to Grantor at the last address Grantor has given the Agent in writing, at least ten (10) business days before the time of the sale or disposition. All advances, costs, charges and expenses relating to the disposition of the Collateral, (including retaking, holding, insuring and preparing the Collateral for sale and reasonable attorneys' fees and expenses), shall become part of the Obligations secured by this Security Agreement and shall bear interest from the date of demand at the highest, nonusurious rate of interest applicable to overdue payments of principal and interest of any of the Obligations as in effect from time to time. Grantor agrees that any public sale shall be conclusively deemed to be conducted in a commercially reasonable manner if it is made consistent with the standards of similar sales of collateral by commercial banks located in Louisiana. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. For purposes of executory process, Grantor acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of the Secured Parties for the full amount of the Obligations, and agrees to enforcement by executory process. Grantor waives (a) the benefit of appraisal provided in Art. 2723 of the Louisiana Code of Civil Procedure and (b) all other rights to notices, demands, appraisements and delays provided by the Louisiana Code of Civil Procedure or any other applicable laws. The rights and remedies of the Agent hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of the Secured Parties under applicable law.

Without limiting any rights of the Agent under this Security Agreement, if an Event of Default shall have occurred and be continuing, the Agent, for the benefit of the Secured Parties, shall have the right to, or upon the request of the Agent, the Grantor shall, instruct all account debtors and other obligors liable on any accounts or other payment obligations of any kind that are a part of the Collateral to make all payments thereon either (a) directly to the Agent (by instructing that such payments be remitted to a post office box which shall be in the name and under the control of the Agent), or (b) as otherwise provided by applicable law. In addition to the foregoing, the Grantor agrees that if any proceeds of any Collateral (including payments made in respect of accounts or other payment obligations of any kind) shall be received by the Grantor while an Event of Default exists, the Grantor shall promptly deliver such proceeds in the form received to the Agent with all necessary endorsements. Until such proceeds are delivered to the Agent, such proceeds shall be held in trust by the Grantor for the benefit of the Agent and shall not be commingled with any other funds or property of the Grantor. All proceeds of Collateral received by the Agent pursuant to this paragraph shall be applied in accordance with the Credit Agreement.

In the event the Agent, for the benefit of the Secured Parties, seeks to take possession of any or all of the Collateral by judicial process, the Grantor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action. In granting the Agent the power to enforce its rights hereunder without prior judicial process or judicial hearing, Grantor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require the Agent to enforce its rights by judicial process. Grantor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent the Agent or Grantor from resorting to judicial process at either party's option. Grantor waives any right to require the Secured Parties to proceed against any third party, exhaust any Collateral or other security for the Obligations, or to have any third party joined with Grantor in any suit arising out of the Obligations, or pursue any

other remedy available to the Secured Parties. Grantor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party.

All rights and remedies of the Agent hereunder are cumulative of each other and of every other right or remedy which the Secured Parties may otherwise have at law or in equity and may be exercised singly or concurrently, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

12. Consent. Without releasing or affecting any of its rights, the Secured Parties may, one or more times, in its sole discretion, without notice to or the consent of Grantor or Borrower, take any one or more of the following actions: (a) release, renew or modify the obligations of Borrower, Grantor or any other obligor for any of the Obligations; (b) release, exchange, modify, or surrender in whole or in part the Secured Parties' rights with respect to any collateral for the Obligations; (c) with the consent of the maker thereof modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) grant any postponements, compromises, indulgences, waivers, surrenders or discharges or modify the terms of its agreements with Borrower, Grantor or any other Person; (e) change its manner of doing business with Borrower, Grantor or any other Person; or (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or in the event of a third party claim thereto retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations, and Grantor hereby expressly waives any claims or defenses arising from any such actions.

13. Amendments; Waivers. No amendment or waiver of any provision of this Security Agreement, nor consent to any departure by Grantor from the terms hereof, shall in any event be effective against a party unless the same shall be in writing and signed by the Agent and Grantor. No failure on the part of the Agent to exercise, and no delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

14. Joint, Several and Solidary; Successors and Assigns. If this Security Agreement is executed by more than one Grantor, the obligations of Grantor hereunder shall be joint, several and solidary. This Security Agreement shall be binding upon Grantor's successors, heirs and assigns and shall inure to the benefit of the Secured Parties and their respective successors and assigns and be enforceable by the Agent and its respective successors and assigns. At any time or times, the Agent or the other Secured Parties may appoint one or more other Persons, either to act as co-agent or co-agents, jointly with the Agent, or to act as separate agent or agents on behalf of the Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions of this Security Agreement. Grantor shall not assign any of its rights or obligations under this Security Agreement without the prior written consent of the Agent.

15. Notices. All notices and other communications provided for in this Security Agreement shall be given in writing and made by facsimile or mailed by certified mail return receipt requested, or delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof; or, as to any party at such other address as shall be designated by such party in a notice to the other party given in accordance with this section. Except as otherwise provided in this Security Agreement, all such communications shall be deemed to have been duly given when transmitted by facsimile or electronic transmission, subject to confirmation of receipt, or when personally delivered or, in the case of a mailed notice, when duly deposited in the mail, postage prepaid, in each case given or addressed as aforesaid.

16. Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agent may, at its option and in its sole election, maintain and rely upon a photocopy, electronic copy or other reproduction of this Security Agreement and Grantor, for itself, its heirs, successors and assigns and any person claiming by or through any of them, hereby waive any and all objections to, and claims or defenses based upon, the failure of the Agent to produce the original hereof for any purpose whatsoever.

17. Severability. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

18. Headings. The descriptive headings of the several sections of this Security Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

19. **GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY LOUISIANA LAW; PROVIDED, HOWEVER, THAT WHERE ANY COLLATERAL IS LOCATED IN A JURISDICTION OTHER THAN LOUISIANA, RIGHTS AND REMEDIES AVAILABLE TO A SECURED PARTY UNDER THE LAWS OF SUCH OTHER JURISDICTION SHALL ALSO BE AVAILABLE TO THE SECURED PARTIES WITH RESPECT TO SAID COLLATERAL WITHOUT REGARD TO ANY CONTRARY PROVISION OF LOUISIANA LAW AND SUCH RIGHTS AND REMEDIES SHALL BE IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES THE SECURED PARTIES MAY HAVE.**

20. Final Agreement. No course of dealing, course of performance, usage of trade or evidence of any prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this Security Agreement. There are no oral agreements between the parties.

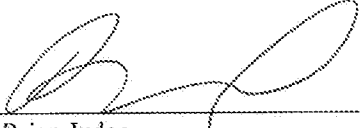
21. **WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

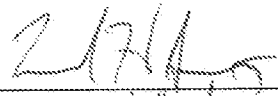
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EXECUTED by the Grantor and the Agent as of the date first above written.

SMOOTHIE KING FRANCHISES, INC., AS
GRANTOR

WHITNEY BANK, AS AGENT

By: 
Name: Brian Judge
Title: Authorized Officer

By: 
Name: Leonard W. Aucola, Jr.
Title: SVP

Address for Notices:
3900 N. Causeway Boulevard, Suite 1300
Metairie, LA 70002
Telecopy No. (985) 635-6987

Address for Notices:
228 St. Charles Avenue
New Orleans, LA 70130
Telecopy No. (504) 586-3409

With a copy to:

3900 N. Causeway Boulevard, Suite 1300
Metairie, LA 70002
Attention of Joe Lewis, Esq.
Vice President and General Counsel
Telecopy No. (985) 635-6987

And

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
201 St. Charles Avenue, Suite 3600
New Orleans, LA 70170
Attention of Noah B. Kressler, Esq.
Telecopy No. (504) 586-6707

SCHEDULE I

Grantor's form of organization: corporation

State or jurisdiction of Grantor's organization: Louisiana

Grantor's mailing address: 3900 N. Causeway Boulevard, Suite 1300, Metairie, Louisiana 70002

Grantor's location of chief executive office: 3900 N. Causeway Boulevard, Suite 1300, Metairie, Louisiana 70002

Location(s) of Grantor's books and records: 3900 N. Causeway Boulevard, Suite 1300, Metairie, Louisiana 70002


Location(s) of Grantor's inventory and equipment: United States of America

All other names and legal forms of existence used by Grantor to conduct business within last ten years: n/a

SCHEDULE II

	Mark	Serial No./ Date Filed	Reg. No./ Reg. Date
1.	100% FRESH ENERGY JUICE	76/189,293 01/04/2001	2,743,254 07/29/2003
2.	ACAI ADVENTURE	78/668,190 07/12/2005	3,106,792 06/20/2006
3.	BANANNA BERRY TREAT	78/671,417 07/15/2005	3,109,339 06/27/2006
4.	BANANA BOAT	76/282,348 07/10/2001	2,602,784 07/30/2002
5.	BE GOOD TO YOURSELF!	74/233,117 12/23/1991	1,845,979 07/19/1994
6.	BERRY PUNCH	78/671,454 07/15/2005	3,126,259 08/08/2006
7.	BLENDING EXPERIENCE WITH OPPORTUNITY	74/650,414 01/31/1994	1,960,186 03/05/1996
8.	BLUEBERRY HEAVEN	76/193,506 01/12/2001	2,657,062 12/03/2002
9.	CARRIBBEAN WAY	74/470,565 12/17/1993	1,874,101 01/17/1995
10.	CHERRY PICKER	76/392,249 04/08/2002	2,706,687 04/15/2003
11.	CHOCOLATE SHREDDER	85/079,468 07/07/2010	4,126,167 04/10/2012
12.	COCONUT SURPRISE	76/467,017 11/05/2002	2,755,910 08/26/2003
13.	CROWN DESIGN 	75/777,398 08/17/1999	2,364,537 07/04/2000
14.	CROWN DESIGN 	75/777,399 08/17/1999	2,366,358 07/11/2000
15.	CW JR.	77/178,854 05/11/2007	3,437,334 05/27/2008
16.	FRUIT FUSION	76/603,497 07/22/2004	3,165,680 10/31/2006
17.	G LOGO 	86/435,734 10/27/2014	5,115,027 01/03/2017
18.	GLADIATOR	76/976,364 03/23/2001	2,832,936 04/13/2004
19.	GLADIATOR	76/228,648 03/23/2001	2,948,514 05/10/2005
20.	GRAPE EXPECTATIONS	76/392,250 04/08/2002	2,706,688 04/15/2003
21.	GREEN TEA TANGO	78/668,234 7/12/2005	3,306,552 10/9/2007
22.	HEARTY APPLE	76/392,838 4/9/2002	2,669,093 12/31/2002
23.	IMMUNE BUILDER	76/467,006 11/5/2002	2,755,909 08/26/2003

24.	ISLAND IMPACT	78/671,411 07/15/2005	3,109,338 07/27/2006
25.	JUICE FUSION	75/520,383 07/16/1998	2,344,595 04/25/2000
26.	LEMON TWIST	74/712,760 08/08/1995	2,011,707 10/29/1996
27.	LIGHT & FLUFFY	74/470,557 12/17/1993	1,911,670 08/15/1995
28.	MAKE IT SKINNY	77/380,498 01/25/2008	3,492,230 08/26/2008
29.	MUSCLE PUNCH	74/397,105 06/02/1993	1,825,363 03/08/1994
30.	ORANGE KA-BAM	76/193,504 01/12/2001	2,657,061 12/03/2002
31.	PASSION PASSPORT	78/668,244 07/12/2005	3,106,794 07/20/2006
32.	PEACH SLICE PLUS	74/470,555 12/17/1993	1,918,244 9/12/1995
33.	PEP UPPER	74/424,216 08/12/1993	1,869,860 12/27/1994
34.	PINA COLADA ISLAND	76/282,344 07/10/2001	2,748,190 08/5/2003
35.	PINEAPPLE PLEASURE	74/470,560 12/17/1993	1,863,878 11/22/1994
36.	PINEAPPLE SURF	85/601,365 04/18/2012	4,281,921 01/29/2013
37.	POWER PUNCH PLUS	74/472,045 12/21/1993	1,861,112 11/01/1994
38.	PURE RECHARGE	85/934,177 5/16/2013	4,795,682 08/18/2015
39.		86/248,440 04/10/2014	4,670,271 01/13/2015
40.	SMOOTH2O	76/975,410 10/31/2000	2,748,575 08/05/2003
41.		75/033,247 12/15/1995	2,036,826 2/11/1997
42.	SMOOTHIE KING	77/318,270 10/31/2007	3,542,738 12/09/2008
43.	SMOOTHIE KING	74/397,104 06/02/1993	1,840,792 06/21/1994
44.		86/019,058 07/24/2013	1,174,488 (International) 7/31/2013 WIPO Ref # 753442001 Korea and Singapore
45.	SMOOTHIE KING HOME OF THE MUSCLE PUNCH	73/790,693 04/03/1989	1,633,522 01/29/1991
46.	SMOOTHIES WITH A PURPOSE	86/255,130 04/17/2014	4,770,000 07/07/2015
47.	STRAWBERRY X-TREME	76/193,505 01/12/2001	2,654,923 11/26/2002

48.	STRAWBERRY-KIWI BREEZE	76/282,347 7/10/2001	2,709,982 4/22/2003
49.	SUPER PUNCH PLUS	74/424,220 8/12/1993	1,855,908 9/27/1994
50.	THE ACTIVATOR	74/424,218 8/12/1993	1/864,874 11/29/1994
51.		74/706,401 07/26/1995	2,330,462 03/21/2000
52.	THE ORIGINAL. THE KING.	76/153,725 10/26/2000	2,496,259 10/09/2001
53.	VANILLA SHREDDER	85/079,484 07/07/2010	4,126,168 04/10/2012
54.	YOGURT D-LITE	76/429,897 07/03/2002	2,707,002 04/15/2003
55.	THINSWEET	87/304,116 01/17/2017	N/A

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