

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
San Diego Farms LLC		04/30/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB FINANCIAL BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	6111 NORTH RIVER ROAD		
<b>Internal Address:</b>	Attention: Scott Theuerkauf		
<b>City:</b>	ROSEMONT		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5230197	PETITE	
<b>Registration Number:</b>	4371756	FRESHSPICE	
<b>Registration Number:</b>	4307025	FLOWER CRYSTALS	
<b>Registration Number:</b>	4315079	HERB CRYSTALS	
<b>Registration Number:</b>	4500162	FRESH ORIGINS	
<b>Registration Number:</b>	4558141	FRESH ORIGINS	
<b>Registration Number:</b>	1809375	SWEET PETITE	
<b>Registration Number:</b>	4983065	BRIGHTFRESH	
<b>Serial Number:</b>	87758198	MINI FLOWER CRYSTALS	
<b>Serial Number:</b>	87758555	MINI HERB CRYSTALS	
<b>Serial Number:</b>	87645524	PETITE	
<b>Serial Number:</b>	87351301	SAVORTREE	
<b>Serial Number:</b>	87351307	SAVORTREE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>			

OP \$340.00 5230197

**Phone:** 7037125150  
**Email:** TWyatt@mwoutsource.com  
**Correspondent Name:** McGUIREWOODS LLP  
**Address Line 1:** 1750 TYSONS BOULEVARD, SUITE 1800  
**Address Line 4:** TYSONS, VIRGINIA 22102-4215

**NAME OF SUBMITTER:** TORREY WYATT

**SIGNATURE:** /TORREY WYATT/

**DATE SIGNED:** 05/02/2018

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of April 30, 2018 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of MB Financial Bank, N.A. ("MB Financial"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among San Diego Farms LLC, a Delaware limited liability company ("Borrower"), San Diego Farms Holdings LLC, a Delaware limited liability company ("Holdings"), the Lenders and the L/C Issuers from time to time party thereto and MB Financial, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrower) has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith by and among Borrower, Holdings, GSB Management Company, LLC, Gourmet Sweet Botanicals, LLC, and the other Grantors from time to time party thereto in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, and if not defined therein, as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- I hereto;
- (a) all of its Trademarks including, without limitation, those referred to on Schedule
  - (b) the goodwill associated with such Trademarks;
  - (c) all renewals and extensions of the foregoing; 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. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

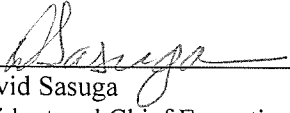
Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Pages Follow]

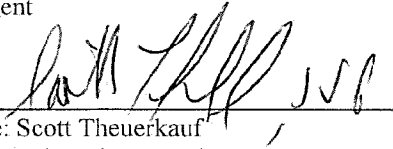
IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SAN DIEGO FARMS LLC**  
as Grantor

By:   
Name: David Sasuga  
Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

MB FINANCIAL BANK, N.A.,  
as Agent

By:   
Name: Scott Theuerkauf  
Title: Senior Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Grantor	Registration Date	Jurisdiction	Registration Number
PETITE	San Diego Farms LLC	6/27/2017	United States	5230197
FRESHSPICE	San Diego Farms LLC	7/23/2013	United States	4371756
FLOWER CRYSTALS	San Diego Farms LLC	3/19/2013	United States	4307025
HERB CRYSTALS	San Diego Farms LLC	4/2/2013	United States	4315079
FRESH ORIGINS	San Diego Farms LLC	3/25/2014	United States	4500162
FRESH ORIGINS 	San Diego Farms LLC	7/1/2014	United States	4558141
SWEET PETITE	San Diego Farms LLC	12/7/1993	United States	1809375
BRIGHTFRESH	San Diego Farms LLC	6/21/2016	United States	4983065

2. TRADEMARK APPLICATIONS

Mark	Grantor	Application Date	Jurisdiction	Application Number
MINI FLOWER CRYSTALS	San Diego Farms LLC	1/17/2018	United States	87758198

MINI HERB CRYSTALS	San Diego Farms LLC	1/17/2018	United States	87758555
PETITE	San Diego Farms LLC	10/13/2017	United States	87645524
SAVORTREE	San Diego Farms LLC	2/27/2017	United States	87351301
SAVORTREE	San Diego Farms LLC	2/27/2017	United States	87351307