

900452711 05/31/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476077

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLORIDA BOTTLING, INC.		5/29/18	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	200 East Las Olas Blvd.		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Fl. Lauderdale		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33301		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4121100	SMART HEALTHY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8446706009		
<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>			
<b>Phone:</b>	616-336-1058		
<b>Email:</b>	cmitchell@dickinsonwright.com		
<b>Correspondent Name:</b>	CHRISTOPHER A. MITCHELL		
<b>Address Line 1:</b>	350 South Main Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	21198-336		
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER A. MITCHELL		
<b>SIGNATURE:</b>	/CHRISTOPHER A. MITCHELL/		
<b>DATE SIGNED:</b>	05/31/2018		
<b>Total Attachments: 4</b>			
source=Confirmatory Security Agreement#page1.tif			
source=Confirmatory Security Agreement#page2.tif			
source=Confirmatory Security Agreement#page3.tif			

OP: \$40.00 4121100



## CONFIRMATORY SECURITY AGREEMENT

THIS CONFIRMATORY SECURITY AGREEMENT (this "Agreement") is entered into as of May 29, 2018, by and among FLORIDA BOTTLING, INC., a Florida corporation (the "Borrower" and the "Grantor"), and FIFTH THIRD BANK, an Ohio Banking Corporation (the "Secured Party").

### Recitals

A. The Grantor, Hawkins Park Land LLC, a Delaware limited liability company, Hawkins Park Properties LLC, a Delaware limited liability company, Scott P. Fuhrman GST Trust UAD 06/30/1994, and the Secured Party entered into that certain Master Credit Agreement, dated May 4, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Secured Party has made available to the Borrower Loans and other financial accommodations as set forth in the Credit Agreement.

B. In connection with the Credit Agreement, the Grantor and the Secured Party entered into that certain Security Agreement dated May 29, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which a security interest in the Collateral (as defined in the Security Agreement) was granted to the Secured Party as security for the Obligations (as defined in the Security Agreement).

C. Pursuant to the terms of the Security Agreement, the Collateral comprises all of the intellectual property assets of the Grantor, including, without limitation, patents, patent applications, and trademarks, all as particularized in the definition of "Collateral" as it appears in the Security Agreement, including the intellectual property filings listed in Exhibit A attached hereto (all such intellectual property assets of the Grantor are referred to as the "Intellectual Property Collateral").

### Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement, the Security Agreement, and the other Loan Documents, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party to secure the Obligations, and the Secured Party accepts, a continuing security interest in all of the Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including without limitation each trademark registration and/or trademark application referred to in Exhibit A, attached hereto, and the subject trademark thereof, together with the goodwill associated therewith.

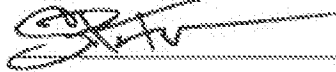
The security interest granted to the Secured Party herein is granted in furtherance, and not in limitation, of the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement and the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first above written.

FLORIDA BOTTLING, INC.

By:  \_\_\_\_\_

Name: Scott P. Fuhrman

Title: Chief Executive Officer

Dated: May 29, 2018 \_\_\_\_\_

FIFTH THIRD BANK

By: \_\_\_\_\_

Name: George Valle

Title: Vice President

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first above written.

**FLORIDA BOTTLING, INC.**

By: \_\_\_\_\_

Name: Scott P. Fuhrman

Title: Chief Executive Officer

Dated: \_\_\_\_\_

**FIFTH THIRD BANK**

By: \_\_\_\_\_ 

Name: George Valle

Title: Vice President

Dated: May 29, 2018

**EXHIBIT A:  
INTELLECTUAL PROPERTY COLLATERAL**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APPLICATION/ REG. NO.</b>	<b>OWNER</b>	<b>GOODS</b>
<b>SUMMER SONG</b>	Costa Rica	App 1412-97 App 28-FEB-1997	FLORIDA BOTTLING INC.	Beverages, namely fruit juices and fruit flavored soft drinks.
<b>RAINBERRY</b>	Costa Rica	App 1411-97 App 28-FEB-1997	FLORIDA BOTTLING INC.	Fruit juice, nectars, fruit flavored soft drinks and cocktails non-alcoholic.
<b>RAINBERRY FARMS</b>	Costa Rica	App 8463-95 App 01-DEC- 1995	FLORIDA BOTTLING INC.	Fruit juice, nectars, fruit flavored soft drinks and cocktails non-alcoholic.
<b>SUMMER SONG</b>	Costa Rica	App 8467-95 App 01-DEC- 1995	FLORIDA BOTTLING INC.	Drinks, namely: fruit juices and sodas flavored with fruit juices.
<b>RAINBERRY</b>	Costa Rica	App 8464-95 App 01-DEC- 1995	FLORIDA BOTTLING INC.	Fruit juice, nectars, fruit flavored soft drinks and cocktails non-alcoholic.
<b>SMART HEALTHY</b>	United States	Reg 4121100 Reg 03-APR-2012	FLORIDA BOTTLING, INC.	FRUIT JUICES; ORGANIC FRUIT JUICES