

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Honest Kitchen, Inc.		03/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STERLING BUSINESS CREDIT LLC		
Doing Business As:			
Street Address:	8401 North Central Expressway		
Internal Address:	Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5312734	NICE MUSSELS	
Registration Number:	5141937	REVEL	
Registration Number:	5169447	THE HONEST KITCHEN TRUE STORIES	
Serial Number:	87143734	CÂTÉ	
Registration Number:	5419269	CUDDLES	
Serial Number:	87224142	HOPE	
Registration Number:	5424188	JOYFUL JERKY	
Registration Number:	5419265	SPRUCE	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	8047888331		
Email:	HWRITM@HuntonAK.com		
Correspondent Name:	Stephen Demm, Hunton Andrews Kurth LLP		
Address Line 1:	951 East Byrd Street		
Address Line 4:	Richmond, VIRGINIA 23219-4074		

CH \$215.00 5312734

ATTORNEY DOCKET NUMBER:	78095.000020
NAME OF SUBMITTER:	Stephen P. Demm
SIGNATURE:	/Stephen P. Demm/
DATE SIGNED:	06/26/2018
Total Attachments: 3 source= Sterling Honest Kitchen - Executed Trademark Security Agreement#page1.tif source= Sterling Honest Kitchen - Executed Trademark Security Agreement#page2.tif source= Sterling Honest Kitchen - Executed Trademark Security Agreement#page3.tif	

TRADEMARK SECURITY AGREEMENT

March 22, 2018

WHEREAS, THE HONEST KITCHEN, INC., a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain of its affiliates, the lenders party thereto and STERLING BUSINESS CREDIT LLC (f/k/a NewStar Business Credit, LLC), a Delaware limited liability company, as administrative agent ("Secured Party") are parties to that certain Loan and Security Agreement dated as of June 19, 2015, as amended by the First Amendment to Loan and Security Agreement dated as of May 5, 2016 and that certain Second Amendment to Loan and Security Agreement dated as of October 17, 2017 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

GRANTOR:

THE HONEST KITCHEN, INC.

By: 
Name: Lucy Postins
Title: Chief Executive Officer

SECURED PARTY:

STERLING BUSINESS CREDIT LLC
as Administrative Agent and servicer for Swing
Lender and the Lenders

By: 
Name: Barbara Coffin
Title: Vice President - Portfolio Manager

Schedule 1
to Trademark
Security Agreement

Trademark	Owner	App. No.	Reg. No.	Assignment Information
NICE MUSSELS	THE HONEST KITCHEN, INC.	87099268	5312734	None Reported
REVEL	THE HONEST KITCHEN, INC.	87172183	5141937	None Reported
THE HONEST KITCHEN TRUE STORIES	THE HONEST KITCHEN, INC.	86895071	5169447	None Reported
CÂTÉ	THE HONEST KITCHEN, INC.	87143734		None Reported
CUDDLES	THE HONEST KITCHEN, INC.	87228953		None Reported
HOPE	THE HONEST KITCHEN, INC.	87224142		None Reported
JOYFUL JERKY	THE HONEST KITCHEN, INC.	87099265		None Reported
SPRUCE	THE HONEST KITCHEN, INC.	87224148		None Reported