

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480186

|                                   |                            |                       |                         |
|-----------------------------------|----------------------------|-----------------------|-------------------------|
| <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>      |
| GOOD SOURCE SOLUTIONS, INC.       |                            | 06/29/2018            | Corporation: DELAWARE   |
| HARVEST FARMS, INC.               |                            | 06/29/2018            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>       |                            |                       |                         |
| <b>Name:</b>                      | Ally Bank, as Agent        |                       |                         |
| <b>Street Address:</b>            | 300 Park Avenue, 4th Floor |                       |                         |
| <b>City:</b>                      | New York                   |                       |                         |
| <b>State/Country:</b>             | NEW YORK                   |                       |                         |
| <b>Postal Code:</b>               | 10022                      |                       |                         |
| <b>Entity Type:</b>               | Utah State Bank: UTAH      |                       |                         |
| <b>PROPERTY NUMBERS Total: 27</b> |                            |                       |                         |
| <b>Property Type</b>              | <b>Number</b>              | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>       | 1919982                    | BAKERSAVER            |                         |
| <b>Registration Number:</b>       | 3542817                    |                       |                         |
| <b>Registration Number:</b>       | 3887882                    | ECONO-CAL             |                         |
| <b>Registration Number:</b>       | 4913367                    | GOOD BLOSSOM          |                         |
| <b>Registration Number:</b>       | 1946275                    | GOOD BLOSSOM          |                         |
| <b>Registration Number:</b>       | 3902465                    | GOODSOURCE SOLUTIONS  |                         |
| <b>Registration Number:</b>       | 3065081                    | GOODSOURCE            |                         |
| <b>Registration Number:</b>       | 2341554                    | HOT BUY               |                         |
| <b>Registration Number:</b>       | 2387573                    | I-CTREAT              |                         |
| <b>Registration Number:</b>       | 3594438                    | NUTRI-BOOST           |                         |
| <b>Registration Number:</b>       | 3733232                    | NUTRI-CAL             |                         |
| <b>Registration Number:</b>       | 2345701                    | O! PIZZA              |                         |
| <b>Registration Number:</b>       | 3832875                    | POWER BUY             |                         |
| <b>Registration Number:</b>       | 3832876                    | POWER BUYS            |                         |
| <b>Registration Number:</b>       | 2385360                    | PRISON PACK           |                         |
| <b>Registration Number:</b>       | 5317243                    | RIPPERS               |                         |
| <b>Registration Number:</b>       | 3788434                    | SMART MILK            |                         |
| <b>Registration Number:</b>       | 3019648                    | SMARTFARE             |                         |
| <b>TRADEMARK</b>                  |                            |                       |                         |

OP \$690.00 1919982

| Property Type        | Number  | Word Mark                               |
|----------------------|---------|---|
| Registration Number: | 4606108 | SUSTAINABLE BUY                         |
| Registration Number: | 3804271 | SOURCE-C DRINK MIX CONCENTRATE          |
| Registration Number: | 3804268 | SOURCE-PLUS DRINK MIX CONCENTRATE       |
| Registration Number: | 4076795 | STUFFWICH                               |
| Registration Number: | 2997342 | TOOLS FOR SCHOOLS                       |
| Registration Number: | 2341553 | WISE BUY                                |
| Registration Number: | 5328845 | SPECIAL BUY LIMITED TIME OFFER PRODUCT. |
| Registration Number: | 5122045 | HARVEST FARMS QUALITY SINCE 1947        |
| Registration Number: | 5058162 | HARVEST FARMS                           |

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** James Murray

**Address Line 1:** 4400 Easton Commons Way, Suite 125

**Address Line 2:** CT Corporation

**Address Line 4:** Columbus, OHIO 43219

|                           |                    |
|---------------------------|--------------------|
| <b>NAME OF SUBMITTER:</b> | Corenda R. Lewis   |
| <b>SIGNATURE:</b>         | /Corenda R. Lewis/ |
| <b>DATE SIGNED:</b>       | 07/02/2018         |

**Total Attachments: 10**

source=Trademark Coversheet Security Agreement - to be filed w USPTO#page1.tif  
source=Trademark Coversheet Security Agreement - to be filed w USPTO#page2.tif  
source=Trademark Coversheet Security Agreement - to be filed w USPTO#page3.tif  
source=Trademark Coversheet Security Agreement - to be filed w USPTO#page4.tif  
source=Trademark Coversheet Security Agreement - to be filed w USPTO#page5.tif  
source=Trademark Coversheet Security Agreement - to be filed w USPTO#page6.tif  
source=Trademark Coversheet Security Agreement - to be filed w USPTO#page7.tif  
source=Trademark Coversheet Security Agreement - to be filed w USPTO#page8.tif  
source=Trademark Coversheet Security Agreement - to be filed w USPTO#page9.tif  
source=Trademark Coversheet Security Agreement - to be filed w USPTO#page10.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 29, 2018 (“Agreement”), among Good Source Solutions, Inc., a Delaware corporation and Harvest Farms, Inc., a California corporation (together with their respective successors and assigns and any other entity that becomes a grantor hereunder, each, a “Grantor” and collectively, the “Grantors”), and Ally Bank, as agent (together with its successors and assigns in such capacity, the “Agent”), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below):

### RECITALS:

This Agreement is made pursuant to the Loan and Security Agreement, dated as of the date hereof, among the Grantors, the Guarantors (as defined therein) from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), Ally Bank, as the agent for the Lenders (the “Agent”) and as a Joint Lead Arranger and a Joint Book Runner, and Stellus Capital Investment Corporation, as a Joint Lead Arranger and a Joint Book Runner (together with Agent, collectively, the “Arrangers”) (as the same may be amended, restated or otherwise modified from time to time, the “Credit Agreement”; terms defined therein being used herein as therein defined). Pursuant to the Credit Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby covenants and agrees with the Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Credit Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in (whether now owned or hereafter acquired by such Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Grantor in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing; and

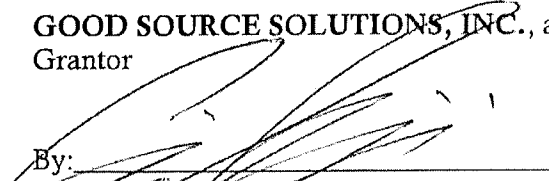
(vii) all corporate names, business names, trade styles, logos, other source or business identifiers.

Section 3. Reference to Credit Agreement. This Agreement has been entered into by the Grantors and the Agent primarily for recording purposes as contemplated by the Credit Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Credit Agreement, the terms and provisions of such Credit Agreement shall govern.

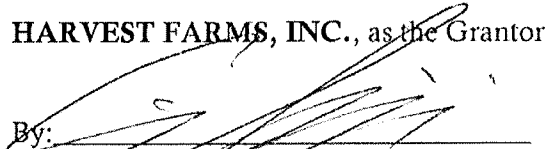
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**GOOD SOURCE SOLUTIONS, INC.**, as the  
Grantor

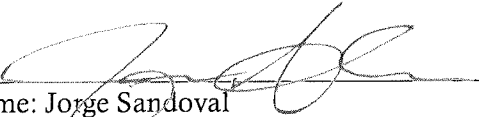
By:   
Name: Eric Shiring  
Title: Chief Financial Officer and Secretary

**HARVEST FARMS, INC.**, as the Grantor

By:   
Name: Eric Shiring  
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:


**ALLY BANK,**  
as Agent

By:   
Name: Jorge Sandoval  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006369 FRAME: 0421**

Schedule A  
to Trademark Security Agreement


| <u>Loan Party</u>           | <u>Trademark</u>  | <u>Application No./Date</u>   | <u>Registration No./Date</u>  | <u>Status</u> |
|-----------------------------|---|-------------------------------|-------------------------------|---------------|
| Good Source Solutions, Inc. | BAKERSAVER  | 74494362<br>February 25, 1994 | 1919982<br>September 19, 1995 | Registered    |
|                             |  | 77350645<br>December 12, 2007 | 3542817<br>December 9, 2008   | Registered    |
|                             | Design Only   |                               |                               |               |
|                             | ECONO-CAL   | 77915257<br>January 19, 2010  | 3887882<br>December 7, 2010   | Registered    |
|                             | GOOD BLOSSOM  | 86712767<br>August 3, 2015    | 4913367<br>March 8, 2016      | Registered    |
|                             | <u>GOOD BLOSSOM</u>   | 74494211<br>February 25, 1994 | 1946275<br>January 9, 1996    | Registered    |
|                             | GOODSOURCE SOLUTIONS  | 77514968<br>July 3, 2008      | 3902465<br>January 11, 2011   | Registered    |
|                             | GOODSOURCE  | 78384160<br>March 15, 2004    | 3065081<br>March 7, 2006      | Registered    |
|                             | <b>HOT BUY</b>  | 75759848<br>July 26, 1999     | 2341554<br>April 11, 2000     | Registered    |

Schedule A to Trademark Security Agreement - 1

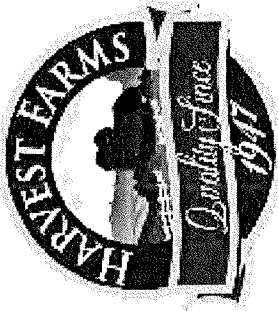
| <u>Loan Party</u>                    | <u>Trademark</u> | <u>Application No./Date</u> | <u>Registration No./Date</u>  | <u>Status</u> |
|--------------------------------------|------------------|-----------------------------|-------------------------------|---------------|
| Good Source Solutions, Inc. (cont'd) | I-CTREAT         | 75759842<br>July 26, 1999   | 2387573<br>September 19, 2000 | Registered    |
|                                      | NUTRI-BOOST      | 77540915<br>August 6, 2008  | 3594438<br>March 24, 2009     | Registered    |
|                                      | NUTRI-CAL        | 77530379<br>July 24, 2008   | 373232<br>January 5, 2010     | Registered    |
|                                      | O! PIZZA         | 75759845<br>July 26, 1999   | 2345701<br>April 25, 2000     | Registered    |
|                                      | POWER BUY        | 77760141<br>June 15, 2009   | 3832875<br>August 10, 2010    | Registered    |
|                                      | POWER BUYS       | 77760150<br>June 15, 2009   | 3832876<br>August 10, 2010    | Registered    |
|                                      | PRISON PACK      | 75759846<br>July 26, 1999   | 2385360<br>September 12, 2000 | Registered    |
|                                      | RIPPERS          | 87464755<br>May 25, 2017    | 5317243<br>October 24, 2017   | Registered    |
|                                      | SMART MILK       | 77684741<br>March 5, 2009   | 3788434<br>May 11, 2010       | Registered    |

Schedule A to Trademark Security Agreement - 2



| <u>Loan Party</u>                    | <u>Trademark</u>                              | <u>Application No./Date</u>   | <u>Registration No./Date</u>  | <u>Status</u> |  |
|--------------------------------------|---|---|-------------------------------|---------------|--|
| Good Source Solutions, Inc. (cont'd) | SMARTFARE                                     | 78304064<br>September 23, 2003  | 3019648<br>November 29, 2005  | Registered    |  |
|                                      | SUSTAINABLE BUY                               | 85757744<br>October 18, 2012  | 4606108<br>September 16, 2014 | Registered    |  |
|                                      | SOURCE-C DRINK MIX CONCENTRATE                | 77686281<br>March 9, 2009   | 3804271<br>June 15, 2010      | Registered    |  |
|                                      | SOURCE-PLUS DRINK MIX CONCENTRATE             | 77685862<br>March 6, 2009   | 3804268<br>June 15, 2010      | Registered    |  |
|                                      | STUFFWICH                                     | 85320872<br>May 13, 2011  | 4076795<br>December 27, 2011  | Registered    |  |
|                                      | TOOLS FOR SCHOOLS                             | 78384193<br>March 15, 2004  | 2997342<br>September 20, 2005 | Registered    |  |
|                                      | WISE BUY                                      | 75759841<br>July 26, 1999   | 2341553<br>April 11, 2000     | Registered    |  |
|                                      | SPECIAL BUY LIMITED TIME OFFER PRODUCT Design | 87397881<br>April 4, 2017   | 5328845<br>November 7, 2017   | Registered    |  |
|                                      |   |  |                               |               |  |

Schedule A to Trademark Security Agreement - 3

| Loan Party          | Trademark   | Application No./Date         | Registration No./Date       | Status     |
|---------------------|---|------------------------------|-----------------------------|------------|
| HARVEST FARMS, INC. |  | 86898052<br>February 4, 2016 | 5122045<br>January 17, 2017 | Registered |
|                     | HARVEST FARMS   | 86898022<br>February 4, 2016 | 5058162<br>October 11, 2016 | Registered |

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

GOOD SOURCE SOLUTIONS, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 29, 2018

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ally Bank, as Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number:

Email Address: james.murray@wolterskluwer.com

**6. Total number of applications and registrations involved:**

27

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number

Authorized User Name

**9. Signature:**

Signature

June 29, 2018

Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Page 2

Continuation of the information in Item 1 (Trademark Recordation coversheet for Security Agreement)

**Name of additional Conveying Parties:**

HARVEST FARMS, INC.  
Corporation: California