

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EPOCA INTERNATIONAL, INC.		07/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TIGER FINANCE, LLC		
Street Address:	708 THIRD AVENUE, SUITE 310		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	5504099	ICE CAP	
Registration Number:	5469757	PRIMULA	
Registration Number:	5397827	LIFT & SIP	
Registration Number:	5325224	PRIMULA AVALANCHE	
Registration Number:	5243073	FLAVOR PURE	
Registration Number:	5044085	FLAVOR UP	
Registration Number:	4942980	SPRIZZLE	
Registration Number:	4942979	SPRITZI	
Registration Number:	5065347	BAKE52	
Registration Number:	5042443	COOK52	
Registration Number:	4878365	ARMOR SHIELD BEYOND NON-STICK	
Registration Number:	4878364	ECOLUTION LIFE	
Registration Number:	4665912	PRIMULA FLOWERING TEAS	
Registration Number:	4598970	FLAVOR NOW	
Registration Number:	4744296	INSTANT INFUSION	
Registration Number:	5058653	EPOCA	
Registration Number:	5058550	EPOCA COOL PLUS	
Registration Number:	4191823	TEA BAG BUDDY	
Registration Number:	4343929	EVOLVE	
TRADEMARK			

OP \$1165.00 5504099

Property Type	Number	Word Mark
Registration Number:	4182615	
Registration Number:	4335016	PURE INTENTIONS
Registration Number:	4375001	FLAVOR IT
Registration Number:	4386624	SOMETHING EXTRAORDINARY...
Registration Number:	4423936	PRIMULA
Registration Number:	4397304	MINIS ONE DISH WONDERS
Registration Number:	4354955	COFFEE BREW BUDDY
Registration Number:	4009957	ECOLUTION ELEMENTS
Registration Number:	3905343	HEALTHY EARTH
Registration Number:	3935278	ECOLUTION COOK WELL. DO GOOD.
Registration Number:	3897746	HYDROLON
Registration Number:	3874149	SYMPHONY
Registration Number:	3854479	ARTISTRY
Registration Number:	3764870	ECOLUTION
Registration Number:	3602309	PRIMULA
Registration Number:	3315754	EPOCA
Registration Number:	3535675	PRIMULA FLOWERING TEAS
Registration Number:	3532782	PRIMULA TEA
Registration Number:	3360188	LAROMA
Registration Number:	3229009	PRIMULA
Registration Number:	2826068	LAROMA
Registration Number:	2788257	EPOCA
Registration Number:	2723755	HEAVY WEIGHT
Registration Number:	2787282	KITCHEN EXTRAS
Registration Number:	2690532	HEAVY WEIGHT
Registration Number:	2280599	PRIMULA
Serial Number:	87734331	PRIMULA TEA

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@coagencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F178306 TM

NAME OF SUBMITTER:	Janet Wamsley
SIGNATURE:	/Janet Wamsley/
DATE SIGNED:	07/26/2018
Total Attachments: 8 source=EPOCA INTERNATIONAL TRADEMARK FILING#page2.tif source=EPOCA INTERNATIONAL TRADEMARK FILING#page3.tif source=EPOCA INTERNATIONAL TRADEMARK FILING#page4.tif source=EPOCA INTERNATIONAL TRADEMARK FILING#page5.tif source=EPOCA INTERNATIONAL TRADEMARK FILING#page6.tif source=EPOCA INTERNATIONAL TRADEMARK FILING#page7.tif source=EPOCA INTERNATIONAL TRADEMARK FILING#page8.tif source=EPOCA INTERNATIONAL TRADEMARK FILING#page9.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of July 25, 2018 is entered into by and between **EPOCA INTERNATIONAL, INC.**, a Delaware corporation (the "*Grantor*") and **TIGER FINANCE, LLC** (the "*Assignee*"), as Lender pursuant to that certain Security Agreement, dated as of the date hereof, among the Assignee, Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), and pursuant to that certain Credit Agreement, dated as of the date hereof, among Grantor, Assignee, and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest.

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Security Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of Grantor's Internet domain names existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon written notice to and written consent (including consent by e-mail) by Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Assignee.

4. Applicable Law.

THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by fax or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement or any of such other Loan Documents. Any party delivering an executed counterpart of any such agreement by fax or other electronic method of transmission shall in a timely manner also deliver an original executed counterpart to the other party upon request, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

EPOCA INTERNATIONAL, INC.

By: 

Name: Steven Melzer

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006391 FRAME: 0398

ASSIGNEE:

TIGER FINANCE, LLC

By: 
Name: Robert J. DeAngelis
Title: Executive Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006391 FRAME: 0399

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

<u>Grantor</u>	<u>Trademark Application/ Registration Number</u>	<u>Description of Trademark</u>	<u>Date of Trademark Application/ Registration</u>
Epoca International, Inc.	5504099	Ice Cap	June 26, 2018
Epoca International, Inc.	87/734331	Primula Tea	December 26, 2017
Epoca International, Inc.	5469757	Primula	May 15, 2018
Epoca International, Inc.	5397827	Lift & Sip	February 6, 2018
Epoca International, Inc.	5325224	Primula Avalanche	October 31, 2017
Epoca International, Inc.	5243073	Flavor Pure	July 11, 2017
Epoca International, Inc.	5044085	Flavor Up	September 20, 2016
Epoca International, Inc.	4942980	Sprizzle	April 19, 2016
Epoca International, Inc.	4942979	Spritz	April 19, 2016
Epoca International, Inc.	5065347	Bake52	October 18, 2016
Epoca International, Inc.	5042443	Cook52	September 13, 2015
Epoca International, Inc.	4878365	Armor Shield Beyond Non-Stick	December 29, 2015
Epoca International, Inc.	4878364	Ecolution Life	December 29, 2015
Epoca International, Inc.	4665912	Primula Flowering Teas	January 6, 2015
Epoca International, Inc.	4598970	Flavor Now	September 2, 2014
Epoca International, Inc.	4744296	Instant Infusion	May 26, 2015
Epoca International, Inc.	5058653	EPOCA	October 11, 2016
Epoca International, Inc.	5058550	Epoca Cool Plus	October 11, 2016
Epoca International, Inc.	4191823	Tea Bag Buddy	August 14, 2012
Epoca International, Inc.	4343929	Evolve	May 28, 2013

Epoca International, Inc.	4182615		July 31, 2012
Epoca International, Inc.	4335016	Pure Intentions	May 14, 2013
Epoca International, Inc.	4375001	Flavor It	July 30 2013
Epoca International, Inc.	4386624	Something Extraordinary	August 20, 2013
Epoca International, Inc.	4423936	Primula	October 29,2 013
Epoca International, Inc.	4397304	Minis One Dish Wonders	September 3, 23013
Epoca International, Inc.	4354955	Coffee Brew Buddy	June 18, 2013
Epoca International, Inc.	4009957	Ecolution Elements	August 9, 2011
Epoca International, Inc.	3905343	Healthy Earth	January 11, 2011
Epoca International, Inc.	3935278	Ecolution Cook Well. Do Good.	March 22, 2011
Epoca International, Inc.	3897746	Hydrolon	December 28, 2010
Epoca International, Inc.	3874149	Symphony	November 9, 2010
Epoca International, Inc.	3854479	Artistry	September 28, 2010
Epoca International, Inc.	3764870	Ecolution	March 23, 2010
Epoca International, Inc.	3602309	Primula	April 7, 2009
Epoca International, Inc.	3315754	Epoca	October 23, 2007
Epoca International, Inc.	3535675	Primula Flowering Teas	November 18, 2008
Epoca International, Inc.	3532782	Primula Tea	November 11, 2008
Epoca International, Inc.	3360188	Laroma	December 25, 2007
Epoca International, Inc.	3229009	Primula	April 17, 2007
Epoca International, Inc.	2826068	Laroma	March 23, 2004

Epoca International, Inc.	2788257	Epoca	December 2, 2003
Epoca International, Inc.	2723755	Heavy Weight	June 10, 2003
Epoca International, Inc.	2787282	Kitchen Extras	November 25, 2003
Epoca International, Inc.	2690532	Heavy Weight	February 25, 2003
Epoca International, Inc.	2280599	Primula	September 28, 1999

Schedule B to TRADEMARK SECURITY AGREEMENT

Internet Domain Names

www.epoca.com

www.primulaproducts.com

www.ecolutionhome.com