

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD ADDENDUM TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FKA DISTRIBUTING CO., LLC		02/28/2018	Limited Liability Company: MICHIGAN
HOMEDICS USA, LLC		02/28/2018	Limited Liability Company: MICHIGAN
HOUSE OF MARLEY, LLC		02/28/2018	Limited Liability Company: MICHIGAN
TRUFFLE HOLDINGS, LLC		02/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS AGENT		
Street Address:	2600 WEST BIG BEAVER ROAD		
Internal Address:	SUITE 445		
City:	TROY		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87669836	MAKE LEMONADE	
Serial Number:	87671142	MAKE LEMONADE	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	2165867021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 Lakeside Avenue, NORTH POINT		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	739326-605016		
NAME OF SUBMITTER:	DANIEL PULJIC		

CH \$65.00 87669836

SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	09/07/2018
Total Attachments: 6 source=Third Addendum to Trademark Security Agreement#page1.tif source=Third Addendum to Trademark Security Agreement#page2.tif source=Third Addendum to Trademark Security Agreement#page3.tif source=Third Addendum to Trademark Security Agreement#page4.tif source=Third Addendum to Trademark Security Agreement#page5.tif source=Third Addendum to Trademark Security Agreement#page6.tif	

THIRD ADDENDUM TO TRADEMARK SECURITY AGREEMENT

THIS THIRD ADDENDUM TO TRADEMARK SECURITY AGREEMENT (this "*Third Addendum*") is made and entered into this 28th day of February, 2018, by and among, FKA DISTRIBUTING CO., LLC, a Michigan limited liability company ("*Parent*"), HOMEDICS USA, LLC, a Michigan limited liability company ("*HoMedics*"), HOUSE OF MARLEY, LLC, a Michigan limited liability company ("*Marley*"), TRUFFLE HOLDINGS, LLC, a Delaware limited liability company ("*Truffle*" and together with Marley, Parent and HoMedics, the "*Grantors*" and each a "*Grantor*"), in favor of BANK OF AMERICA, NA, as the administrative agent (together with its successor(s) thereto in such capacity, the "*Agent*") for each of the Secured Parties.

RECITALS

WHEREAS, the Grantors and certain of their affiliates are parties (including via joinder agreement) to that certain Amended and Restated Loan, Security and Guarantee Agreement, dated as of April 22, 2016, with the financial institutions that are or may from time to time become parties thereto (the "*Lenders*") and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "*Loan Agreement*"), pursuant to which the Agent, the Lenders and the Issuing Bank continue or make Loans, advances and other extensions of credit to or benefiting the Grantors, and for which the Grantors are liable thereunder;

WHEREAS, pursuant to and in order to secure their obligations under the Loan Agreement, certain of the Grantors executed and delivered to the Agent that certain Trademark Security Agreement dated August 22, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "*Original Trademark Security Agreement*"), recorded in the United States Patent and Trademark Office at Reel/Frame 004848/ 0571, under which, among other things, such Grantors granted the Agent a continuing security interest in the Trademark Collateral (as defined in the Original Trademark Security Agreement), as in existence as of such date, to secure all Obligations;

WHEREAS, certain Grantors executed and delivered to the Agent an Addendum to the Original Trademark Security Agreement, dated June 30, 2014 (the "*First Addendum*"), for the purpose of recording the security interest of the Agent in certain Trademark Collateral that had been newly acquired, created and/or possessed by the Grantors subsequent to the Original Trademark Security Agreement, and which was recorded in the United States Patent and Trademark Office at Reel/Frame 005328/0946;

WHEREAS, certain Grantors executed and delivered to the Agent a Second Addendum to the Original Trademark Security Agreement, dated April 22, 2016 (the "*Second Addendum*"), for the purpose of recording the security interest of the Agent in certain Trademark Collateral that had been newly acquired, created and/or possessed by the Grantors subsequent to the Original Trademark Security Agreement, and which was recorded in the United States Patent and Trademark Office at Reel/Frame 5776/0741;

WHEREAS, since the date of the Second Addendum, certain of the Grantors have acquired, created or otherwise come into possession of Additional Trademark Collateral (as defined below);

WHEREAS, under the terms of the Loan Agreement, the Grantors are required to grant the Agent a security interest in all of Additional Trademark Collateral to secure all Obligations; and the Grantors now desire to grant the Agent the required security interest in the Additional Trademark Collateral and the Agent desires to accept the grant of such security interest all in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1 -- Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Third Addendum, including its preamble and recitals, have the meanings provided in the Original Trademark Security Agreement.

SECTION 2 -- Grant of Security Interest. Each Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the newly acquired, created and/or possessed Trademark Collateral listed on Schedule A to this Third Addendum (the "*Additional Trademark Collateral*") and the Agent hereby accepts such security interest for the benefit of each Security Party.

SECTION 3 -- Security Agreement. This Third Addendum has been executed and delivered by the Grantors for the purpose of recording the security interest of the Agent in the Additional Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement, the Original Trademark Security Agreement, the First Addendum and the Second Addendum. The Loan Agreement, the Original Trademark Security Agreement, the First Addendum and the Second Addendum (and all rights and remedies of the Agent and each Secured Party under each such document) shall remain in full force and effect in accordance with their respective terms.

SECTION 4 -- Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the Original Trademark Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5 -- Loan Document. This Third Addendum is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6 - Governing Law. THIS THIRD ADDENDUM SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).

SECTION 7 - Counterparts. This Third Addendum may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any part of this Third Addendum by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Third Addendum.

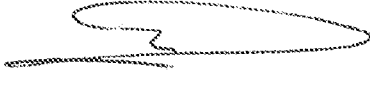
SECTION 8 - ENTIRE AGREEMENT. THIS THIRD ADDENDUM TOGETHER WITH THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Third Addendum to be duly executed and delivered as of the date first above written.

GRANTORS:

FKA DISTRIBUTING CO., LLC,
a Michigan limited liability company

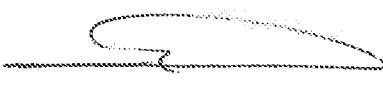
By: 
Alon D. Kaufman, CEO

AGENT:

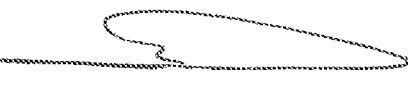
Bank of America, N.A.,
as Agent

By: _____
Kindra Mullarky, Vice President

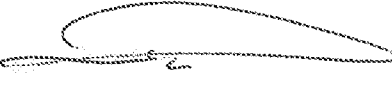
HOMEDICS USA, LLC,
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO

HOUSE OF MARLEY, LLC,
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO

TRUFFLE HOLDINGS, LLC
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO and Manager

IN WITNESS WHEREOF, each of the parties hereto has caused this Third Addendum to be duly executed and delivered as of the date first above written.

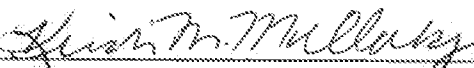
GRANTORS:

AGENT:

FKA DISTRIBUTING CO., LLC,
a Michigan limited liability company

Bank of America, N.A.,
as Agent

By: _____
Alon D. Kaufman, CEO

By:  _____
Kindra Mullarky, Vice President

HOMEDICS USA, LLC,
a Michigan limited liability company

By: _____
Alon D. Kaufman, CEO

HOUSE OF MARLEY, LLC,
a Michigan limited liability company

By: _____
Alon D. Kaufman, CEO

TRUFFLE HOLDINGS, LLC
a Michigan limited liability company

By: _____
Alon D. Kaufman, CEO and Manager

SCHEDULE A
to
Third Addendum to Trademark Security Agreement
Additional Trademark Collateral

Trademark	Owner	Status in Trademark Office	Reg./Appl. No.	Filed/Reg. Date	Country
MAKE LEMONADE	TRUFFLE HOLDINGS, LLC	Pending	87669836	11/02/2017	U.S.
MAKE LEMONADE and design	TRUFFLE HOLDINGS, LLC	Pending	87671142	11/03/2017	U.S.
MAKE LEMONADE	TRUFFLE HOLDINGS, LLC	Pending	1867393	11/10/2017	Canada
MAKE LEMONADE	TRUFFLE HOLDINGS, LLC	Pending	017457111	11/10/2017	European Union