

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TROPICAL SMOOTHIE CAFÉ, LLC		09/24/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	500 West 5th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2103370	TROPICAL SMOOTHIE	
Registration Number:	2763722	TROPICAL SMOOTHIE CAFE	
Registration Number:	2892598	TROPICAL SMOOTHIE CAFÉ	
Registration Number:	3287599	EAT BETTER. FEEL BETTER.	
Registration Number:	3517255	EAT BETTER. FEEL BETTER.	
Registration Number:	3613114	NATIONAL FLIP FLOP DAY	
Registration Number:	2918995	TROPICAL SMOOTHIE CAFÉ	
Registration Number:	4253918	TROPICAL SMOOTHIE CAFÉ	
Registration Number:	4756680	TROPICAL SMOOTHIE CAFE	
Registration Number:	4756758	DESTINATION FLAVOR	
Registration Number:	4821552	KIWI QUENCHER	
Registration Number:	4803943	DRINK YOUR BREAKFAST	
Registration Number:	5370395	UNBEETABLE BERRY	
Registration Number:	4976040	TOTALLY GREEN	
Registration Number:	4804094	ISLAND GREEN	
Registration Number:	4999430	TROPICAL SMOOTHIE CAFE	
Registration Number:	5210541	TROPICAL REWARDS	
Registration Number:	5289939	CHIA BANANA BOOST	
Registration Number:	5460098	SUNSHINE SMOOTHIE	
TRADEMARK			

CH \$590.00 2103370

Property Type	Number	Word Mark
Serial Number:	87322491	CHA CHA SRIRACHA FLATBREAD
Serial Number:	87550980	TROPICCOOLER
Serial Number:	87596825	
Serial Number:	87597482	

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	09/24/2018

Total Attachments: 6

source=Tropical Smoothie - Trademark Security Agreement (Executed)#page1.tif
source=Tropical Smoothie - Trademark Security Agreement (Executed)#page2.tif
source=Tropical Smoothie - Trademark Security Agreement (Executed)#page3.tif
source=Tropical Smoothie - Trademark Security Agreement (Executed)#page4.tif
source=Tropical Smoothie - Trademark Security Agreement (Executed)#page5.tif
source=Tropical Smoothie - Trademark Security Agreement (Executed)#page6.tif

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 24, 2018, by TROPICAL SMOOTHIE CAFÉ, LLC, a Georgia limited liability company ("Grantor"), in favor of AB PRIVATE CREDIT INVESTORS LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 24, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to Administrative Agent or any Lender Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a

Grantor. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 10.13 and 10.14 of the Credit Agreement, mutatis mutandis.

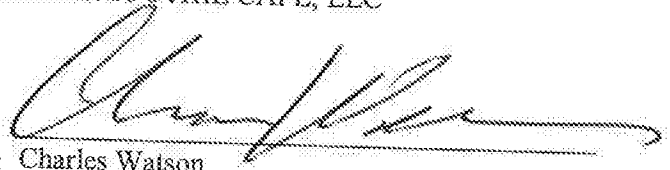
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Signature Page Follows.]

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

TROPICAL SMOOTHIE CAFÉ, LLC





By:









Name: Charles Watson

Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Country	Mark	Application No.	Registration No.	Status	Class No.	Class Descriptions
Canada		1145814	TMA649181	Registered		International Juice bar services
Canada	TROPICAL SMOOTHIE CAFÉ	1672688		Notice of allowance issued		Int fast food juice bar services; restaurant services
Canada		1673465		Notice of allowance issued		Int Juice bar services; restaurant services
US	TROPICAL SMOOTHIE	75181290	2103370	Registered and renewed	032, 042	Non-alcoholic fruit-based beverages for consumption on and off the premises Restaurant services, namely, food and drink for consumption on and off the premises
US		76420094	2763722	Registered and Renewed	043	Fast food juice bar services
US	TROPICAL SMOOTHIE CAFÉ	76485193	2892598	Registered and Renewed	043	Fast food juice bar services
US	EAT BETTER. FEEL BETTER.	77050119	3287599	Registered and Renewed	043	Juice bar and restaurant services
US	eat better.  feel better.	77141571	3517255	Section 8 declaration of use/excusable nonuse and Section 9 renewal received	043	Juice bar and restaurant services
US	NATIONAL FLIP FLOP DAY	77224824	3613114	Section 8 and 15 declarations accepted	025, 043	Wearing apparel, namely, pants, shorts, jackets, coats, woven shirts, T-shirts, knit shirts, sweaters, sweatshirts, blouses, skirts, dresses, aprons, hats, footwear, socks, hosiery and gloves Juice bar and restaurant services

Country	Mark	Application No.	Registration No.	Status	Class No.	Class Descriptions
US		78329739	2918995	Registered and Renewed	043	Juice Bar and Restaurant Services
US		85604771	4253918	Section 8 declaration of use/Section 15 incontestability received	043	Juice bar and restaurant services
US		86065647	4756680	Registered	043	Juice bar services; restaurant services
US	DESTINATION FLAVOR	86102179	4756758	Registered	043	Juice bar services; Restaurant services
US	KIWI QUENCHER	86518350	4821552	Registered	032	Smoothies
US	DRINK YOUR BREAKFAST	86518375	4803943	Registered	032, 043	Smoothies Juice bar services; Restaurant services
US	UNBEETABLE BERRY	86518383	5370395	Registered	032	Smoothies for consumption on and off the premises of a smoothie restaurant
US	TOTALLY GREEN	86518387	4976040	Registered	032	Smoothies
US	ISLAND GREEN	86522189	4804094	Registered	032	Smoothies
US		86582007	4999430	Registered	032, 043	Smoothies Juice bar services;
US	TROPICAL REWARDS	86943368	5210541	Registered	009	Downloadable mobile applications for customers to access, monitor, manage, and redeem their loyalty program account, to pay for purchases via mobile pay functionality, and to access menu data and store location information
US	CHIA BANANA BOOST	87314735	5289939	Registered	032	Smoothies; Prepared entrees consisting of fruit drinks and fruit juices, fruit-based beverages, non-alcoholic beverages containing fruit juices, non-alcoholic fruit extracts used in the preparation of beverages, non-alcoholic fruit juice beverages, vegetable juices, vegetable-fruit juices and smoothies

Country	Mark	Application No.	Registration No.	Status	Class No.	Class Descriptions
US	SUNSHINE SMOOTHIE	87322459	5460098	Registered	032	Fruit beverages; Fruit-based beverages; Smoothies; Frozen fruit-based beverages; Non-alcoholic beverages containing fruit juices
US	CHA CHA SRIRACHA FLATBREAD	87322491		Notice of allowance issued	030	Flat bread; Sandwich wraps; Sandwiches
US	TROPICOLER	87550980		Notice of allowance issued	032	Slushies
US		87596825		Second Non-final Office Action issued	043	Juice bar services; Restaurant services
US		87597482		Second Non-final Office Action issued	043	Juice bar services; Restaurant services