

900468117 10/01/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM492028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Drew's, LLC		10/01/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Abacus Finance Group, LLC
Street Address:	335 Madison Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: Delaware

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5460612	DREW'S ORGANICS
Registration Number:	3961293	CHEF CREATED...NATURE INSPIRED!
Registration Number:	3274875	DREW'S

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.

Email: jdardano@goulstonstorr.com
Correspondent Name: Joanne Dardano
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Joanne M. Dardano
SIGNATURE:	/Joanne M. Dardano/
DATE SIGNED:	10/01/2018

Total Attachments: 5

- source=Abacus - S F - Trademark Security Agreement - Drew's LLC#page1.tif
- source=Abacus - S F - Trademark Security Agreement - Drew's LLC#page2.tif
- source=Abacus - S F - Trademark Security Agreement - Drew's LLC#page3.tif
- source=Abacus - S F - Trademark Security Agreement - Drew's LLC#page4.tif
- source=Abacus - S F - Trademark Security Agreement - Drew's LLC#page5.tif

OP \$90.00 5460612

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 1, 2018 is made by Drew's, LLC, a Delaware limited liability company ("Grantor"), in favor of Abacus Finance Group, LLC, in its capacity as Administrative Agent party to the Credit Agreement referred to below (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of, dated as of September 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Schlotterbeck & Foss, LLC ("S&F"), the lenders party thereto from time to time, and the Agent, the lenders thereto have agreed to extend credit and make certain financial accommodations to the S&F;

WHEREAS, in connection with the Credit Agreement, Grantor and the Agent have entered into that certain Joinder to Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement Supplement"), which amends that certain Guarantee and Collateral Agreement, dated as of September 1, 2017, by and among S&F, the other Grantors (as defined therein) from time to time party thereto and the Agent (the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Party, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - 2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
 - 2.2. all extensions and renewals of the foregoing;
 - 2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;
 - 2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - 2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Loan Document (as such term is defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.


7. TERMINATION. Upon the termination of the Security Agreement in accordance with the terms thereof, upon written request of the Grantor, and at the expense of the Grantor, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

DREW'S, LLC

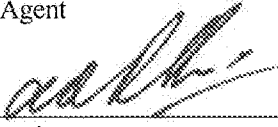
By: 
Name: Roy Lubetkin
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006473 FRAME: 0700

AGENT:


ABACUS FINANCE GROUP, LLC
as Administrative Agent

By: 
Name: Aized Rabbani
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006473 FRAME: 0701

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Drew's, LLC	DREW'S ORGANICS Logo 	87/480,862	5,460,612	06/08/2017	05/01/2018
Drew's, LLC	CHEF CREATED...NATUR E INSPIRED	85/126,822	3,961,293	09/10/2010	05/17/2011
Drew's, LLC	DREW'S	78/875,731	3,274,875	05/03/2006	08/07/2007