

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
good2grow LLC		11/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5473613	GOOD2 GROW	
Registration Number:	4805344	GOOD2GROW JUICY WATERS	
Registration Number:	4516503	GOOD2GROW	
Registration Number:	4889860	GOOD2 GROW	
Registration Number:	3959603	WE BOTTLE HEALTHY FUN!	
Registration Number:	3831803	WE BOTTLE FUN!	
Registration Number:	3831805	100% HEALTHY. 100% FUN!	
Registration Number:	3831807	TREAT YOUR THIRST!	
Registration Number:	3567597	BELLYWASHERS	
Registration Number:	2975625		
Registration Number:	2643602	TUMMYTICKLER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		

OP \$290.00 5473613

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 11/16/2018

Total Attachments: 6

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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):

good2grow LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 16, 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: Audax Private Debt LLC

Street Address: 101 Huntington Avenue, 25th Floor

City: Boston

State: MA

Country: USA Zip: 02199

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

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

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

11

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:

Elaine Carrera
Signature

November 16, 2018
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 006482 FRAME: 0856

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of November 16, 2018 (the "Agreement"), by and between good2grow LLC, a Delaware limited liability company, as successor-in-interest to good2grow, inc., a Georgia corporation ("Grantor"), and AUDAX PRIVATE DEBT LLC, in its capacity as Collateral Agent for the benefit of the Noteholder Parties (in such capacity, together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement, dated November 16, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Noteholder Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantor and Grantee wish to enter into this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Noteholder Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

1. Grantor hereby pledges and grants to Grantee for the benefit of the Noteholder Parties a continuing security interest in all of Grantor's right, title and interest in and to (a) the Trademarks, (b) all extensions, modifications and renewals thereof, (c) all goodwill of each Grantor's business symbolized by the foregoing or associated therewith, and (d) all of each Grantor's rights corresponding thereto throughout the world (collectively, the "Trademark Collateral") solely for the purpose of securing the payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. This Agreement is not to be construed as an assignment of any trademark or trademark applications. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademark Collateral) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

3. Upon the Payment in Full of the Obligations (other than indemnity obligations under the Note Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), and reasonable request of the Grantor, Grantee shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral granted under this Trademark Security Agreement.

4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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.

5. This Agreement shall be construed in accordance with and governed by the laws of the State of New York

6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Initial Intercreditor Agreement. In the event of any conflict between the terms of the Initial Intercreditor Agreement and this Agreement, the terms of the Initial Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

good2grow LLC

By: 

Name: David Gassko

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006482 FRAME: 0859

AUDAX PRIVATE DEBT LLC,
as Collateral Agent


By: 
Name: Kahlman Vahabzadeh
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006482 FRAME: 0860

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered Trademarks:

Trademark	Country	Registration Number	Registration Date
GOOD2 GROW GOOD2 GROW	United States	5473613	5/22/2018
GOOD2GROW JUICY WATERS GOOD2GROW JUICY WATERS	United States	4805344	9/1/2015
GOOD2GROW	United States	4516503	4/15/2014
GOOD2 GROW GOOD2 GROW	United States	4889860	1/19/2016
WE BOTTLE HEALTHY FUN! WE BOTTLE HEALTHY FUN!	United States	3959603	5/10/2011
WE BOTTLE FUN! WE BOTTLE FUN!	United States	3831803	8/10/2010
100% HEALTHY. 100% FUN! 100% HEALTHY. 100% FUN!	United States	3831805	8/10/2010
TREAT YOUR THIRST! TREAT YOUR THIRST!	United States	3831807	8/10/2010
BELLYWASHERS BELLYWASHERS	United States	3567597	1/27/2009
Design Only 	United States	2975625	7/26/2005
TUMMYTICKLER	United States	2643602	10/29/2002

Pending Registrations for Trademarks:

None.