

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498568

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
good2grow LLC		11/16/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CHURCHILL AGENCY SERVICES LLC
Street Address:	430 Park Avenue, 7th Floor
Internal Address:	c/o Churchill Asset Management LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
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: 2027393001

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: 202.739.5950

Email: john.d.kim@morganlewis.com, antonio.teixeira@morganlewis.com

Correspondent Name: Antonio Cesar Teixeira

TRADEMARK

Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004-2541

NAME OF SUBMITTER: Antonio Cesar Teixeira

SIGNATURE: /Antonio Cesar Teixeira/

DATE SIGNED: 11/16/2018

Total Attachments: 6

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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 CHURCHILL AGENCY SERVICES LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (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, 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 Lender 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 Lender 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 Lender 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 Grantor's 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 application. 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 Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor 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 Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative 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

CHURCHILL AGENCY SERVICES LLC,
as Administrative Agent,

By: Churchill Asset Management LLC, its member


By: 

Name: George Kurtson

Title: Senior Managing Director

SCHEDULE A TO GRANT OF A SECURITY INTEREST

I. 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

II. Pending Registrations for Trademarks:

Trademark	Country	Application Number ¹	Application Date
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None.

¹ good2grow LLC has a couple intent-to-use trademark applications that are not listed here.

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