

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smoothie King Franchises, Inc.		12/07/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association
Street Address:	2000 McKinney Avenue, Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	5115027	G
Registration Number:	4770000	SMOOTHIES WITH A PURPOSE
Registration Number:	4670271	PURE RECHARGE SMOOTHIE
Registration Number:	4642119	SMOOTHIE KING
Registration Number:	4795682	PURE RECHARGE
Registration Number:	4281921	PINEAPPLE SURF
Registration Number:	4126167	CHOCOLATE SHREDDER
Registration Number:	4126168	VANILLA SHREDDER
Registration Number:	3492230	MAKE IT SKINNY
Registration Number:	3542738	SMOOTHIE KING
Registration Number:	3437334	CW JR.
Registration Number:	3109338	ISLAND IMPACT
Registration Number:	3109339	BANANA BERRY TREAT
Registration Number:	3126259	BERRY PUNCH
Registration Number:	3106792	ACAI ADVENTURE
Registration Number:	3306552	GREEN TEA TANGO
Registration Number:	3106794	PASSION PASSPORT
Registration Number:	3165680	FRUIT FUSION
Registration Number:	2755909	IMMUNE BUILDER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2755910	COCONUT SURPRISE
Registration Number:	2707002	YOGURT D-LITE
Registration Number:	2669093	HEARTY APPLE
Registration Number:	2706687	CHERRY PICKER
Registration Number:	2706688	GRAPE EXPECTATIONS
Registration Number:	2748190	PINA COLADA ISLAND
Registration Number:	2709982	STRAWBERRY-KIWI BREEZE
Registration Number:	2602784	BANANA BOAT
Registration Number:	2948514	GLADIATOR
Registration Number:	2832936	GLADIATOR
Registration Number:	2657061	ORANGE KA-BAM
Registration Number:	2654923	STRAWBERRY X-TREME
Registration Number:	2657062	BLUEBERRY HEAVEN
Registration Number:	2743254	100% FRESH ENERGY JUICE
Registration Number:	2748575	SMOOTH2O
Registration Number:	2496259	THE ORIGINAL. THE KING.
Registration Number:	2364537	
Registration Number:	2366358	
Registration Number:	2036826	SMOOTHIE KING
Registration Number:	2011707	LEMON TWIST
Registration Number:	2330462	THE KING
Registration Number:	1960186	BLENDING EXPERIENCE WITH OPPORTUNITY
Registration Number:	1861112	POWER PUNCH PLUS
Registration Number:	1918244	PEACH SLICE PLUS
Registration Number:	1863878	PINEAPPLE PLEASURE
Registration Number:	1874101	CARIBBEAN WAY
Registration Number:	1869860	PEP UPPER
Registration Number:	1864874	THE ACTIVATOR
Registration Number:	1855908	SUPER PUNCH PLUS
Registration Number:	1840792	SMOOTHIE KING
Registration Number:	1825363	MUSCLE PUNCH
Registration Number:	1845979	BE GOOD TO YOURSELF!
Registration Number:	1633522	SMOOTHIE KING HOME OF THE MUSCLE PUNCH
Serial Number:	88156391	CLEANER BLENDING OUR PROMISE ALWAYS IMPR
Serial Number:	88134594	THE SHREDDER

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	388942-00016
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	12/07/2018

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2018, is made by Smoothie King Franchises, Inc., a Texas corporation (“Grantor”), in favor of Texas Capital Bank, National Association, a national banking association (“Texas Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, SK USA, Inc., as Borrower, the other Obligated Parties, the Lenders from time to time party thereto and Texas Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty of even date herewith in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, to secure its obligations under the Guaranty, Grantor has executed a Security Agreement (as the same may be amended, restated, supplemented or modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which Security Agreement Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

SMOOTHIE KING FRANCHISES, INC.

as Grantor

By:


Name: Sung Wan Kim

Title: Chief Executive Officer

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006496 FRAME: 0761

ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as Agent

By: Charles M Adams
Name: Charles M Adams
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Smoothie King Franchises, Inc.	G	86435734	10/27/14	5115027	1/3/17
Smoothie King Franchises, Inc.	SMOOTHIES WITH A PURPOSE	86255130	4/17/14	4770000	7/7/15
Smoothie King Franchises, Inc.	PURE RECHARGE SMOOTHIE	86248440	4/10/14	4670271	1/13/15
Smoothie King Franchises, Inc.	SMOOTHIE KING	86019058	7/24/13	4642119	11/18/14
Smoothie King Franchises, Inc.	PURE RECHARGE	85934177	5/16/13	4795682	8/18/15
Smoothie King Franchises, Inc.	PINEAPPLE SURF	85601365	4/18/12	4281921	1/29/13
Smoothie King Franchises, Inc.)	CHOCOLATE SHREDDER	85079468	7/7/10	4126167	4/10/12
Smoothie King Franchises, Inc.	VANILLA SHREDDER	85079484	7/7/10	4126168	4/10/12
Smoothie King Franchises, Inc.	MAKE IT SKINNY	77380498	1/25/08	3492230	8/26/08
Smoothie King Franchises, Inc.	SMOOTHIE KING	77318270	10/31/07	3542738	12/9/08
Smoothie King Franchises, Inc.	CW JR.	77178854	5/11/07	3437334	5/27/08
Smoothie King Franchises, Inc.	ISLAND IMPACT	78671411	7/15/05	3109338	6/27/06
Smoothie King Franchises, Inc.	BANANA BERRY TREAT	78671417	7/15/05	3109339	6/27/06
Smoothie King Franchises, Inc.	BERRY PUNCH	78671454	7/15/05	3126259	8/8/06
Smoothie King Franchises, Inc.	ACAI ADVENTURE	78668190	7/12/05	3106792	6/20/06
Smoothie King Franchises, Inc.	GREEN TEA TANGO	78668234	7/12/05	3306552	10/9/07
Smoothie King Franchises, Inc.	PASSION PASSPORT	78668244	7/12/05	3106794	6/20/06
Smoothie King Franchises, Inc.	FRUIT FUSION	76603497	7/22/04	3165680	10/31/06
Smoothie King Franchises, Inc.	IMMUNE BUILDER	76467006	11/5/02	2755909	8/26/03
Smoothie King Franchises, Inc.	COCONUT SURPRISE	76467017	11/5/02	2755910	8/26/03
Smoothie King Franchises, Inc.	YOGURT D-LITE	76429897	7/3/02	2707002	4/15/03
Smoothie King Franchises, Inc.	HEARTY APPLE	76392838	4/9/02	2669093	12/31/02
Smoothie King Franchises, Inc.	CHERRY PICKER	76392249	4/8/02	2706687	4/15/03
Smoothie King Franchises, Inc.	GRAPE EXPECTATIONS	76392250	4/8/02	2706688	4/15/03

Smoothie King Franchises, Inc.	PINA COLADA ISLAND	76282344	7/10/01	2748190	8/5/03
Smoothie King Franchises, Inc.	STRAWBERRY-KIWI BREEZE	76282347	7/10/01	2709982	4/22/03
Smoothie King Franchises, Inc.	BANANA BOAT	76282348	7/10/01	2602784	7/30/02
Smoothie King Franchises, Inc.	GLADIATOR	76228648	3/23/01	2948514	5/10/05
Smoothie King Franchises, Inc.	GLADIATOR	76976364	3/23/01	2832936	4/13/04
Smoothie King Franchises, Inc.	ORANGE KA-BAM	76193504	1/12/01	2657061	12/3/02
Smoothie King Franchises, Inc.	STRAWBERRY X-TREME	76193505	1/12/01	2654923	11/26/02
Smoothie King Franchises, Inc.	BLUEBERRY HEAVEN	76193506	1/12/01	2657062	12/3/02
Smoothie King Franchises, Inc.	100% FRESH ENERGY JUICE	76189293	1/4/01	2743254	7/29/03
Smoothie King Franchises, Inc.	SMOOTH20	76975410	10/31/00	2748575	8/5/03
Smoothie King Franchises, Inc.	THE ORIGINAL. THE KING.	76153725	10/26/00	2496259	10/9/01
Smoothie King Franchises, Inc.	DESIGN ONLY	75777398	8/17/99	2364537	7/4/00
Smoothie King Franchises, Inc.	DESIGN ONLY	75777399	8/17/99	2366358	7/11/00
Smoothie King Franchises, Inc.	SMOOTHIE KING	75033247	12/15/95	2036826	2/11/97
Smoothie King Franchises, Inc.	LEMON TWIST	74712760	8/8/95	2011707	10/29/96
Smoothie King Franchises, Inc.	THE KING	74706401	7/26/95	2330462	3/21/00
Smoothie King Franchises, Inc.	BLENDING EXPERIENCE WITH OPPORTUNITY	74650414	3/23/95	1960186	3/5/96
Smoothie King Franchises, Inc.	POWER PUNCH PLUS	74472045	12/21/93	1861112	11/1/94
Smoothie King Franchises, Inc.	PEACH SLICE PLUS	74470555	12/17/93	1918244	9/12/95
Smoothie King Franchises, Inc.	PINEAPPLE PLEASURE	74470560	12/17/93	1863878	11/22/94
Smoothie King Franchises, Inc.	CARIBBEAN WAY	74470565	12/17/93	1874101	1/17/95
Smoothie King Franchises, Inc.	PEP UPPER	74424216	8/12/93	1869860	12/27/94
Smoothie King Franchises, Inc.	THE ACTIVATOR	74424218	8/12/93	1864874	11/29/94
Smoothie King Franchises, Inc.	SUPER PUNCH PLUS	74424220	8/12/93	1855908	9/27/94
Smoothie King Franchises, Inc.	SMOOTHIE KING	74397104	6/2/93	1840792	6/21/94
Smoothie King Franchises, Inc.	MUSCLE PUNCH	74397105	6/2/93	1825363	3/8/94
Smoothie King Franchises, Inc.	BE GOOD TO YOURSELF!	74233117	12/23/91	1845979	7/19/94
Smoothie King Franchises, Inc.	SMOOTHIE KING HOME OF THE MUSCLE PUNCH	73790693	4/3/89	1633522	1/29/91

2. TRADEMARK APPLICATIONS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Smoothie King Franchises, Inc.	CLEANER BLENDING OUR PROMISE ALWAYS IMPROVE	88156391	10/16/18	N/A	N/A
Smoothie King Franchises, Inc.	THE SHREDDER	88134594	9/27/18	N/A	N/A