

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRC Balance LLC		12/19/2018	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	900 W Trade Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4578821	KALE-AID	
Registration Number:	4497563	JUBY TRUE	
Registration Number:	4052881	TRUE FOOD KITCHEN	
Registration Number:	4049211	TRUE FOOD KITCHEN	
Registration Number:	3688743	TRUE FOOD KITCHEN	
Registration Number:	3620741	TRUE FOOD	
Serial Number:	87442558	JUBY	
Serial Number:	88020977	BE TRUE	
Serial Number:	88039105	BE TRUE TO YOURSELF	
Serial Number:	88039241	TRUE	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		

CH \$265.00 4578821

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 12/19/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 19, 2018, is made by **FRC Balance LLC**, an Arizona limited liability company (the "Grantor").

WHEREAS, the Grantor and **BANK OF AMERICA, N.A.**, as Administrative Agent (in such capacity, the "Administrative Agent") are parties to that certain Security Agreement by and among **FRC BALANCE LLC**, an Arizona limited liability company ("Borrower"), the Administrative Agent and the other persons party thereto from time to time (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Security Agreement").

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment, performance and observance, as applicable, in full of the Secured Obligations, the Grantor did, and hereby does, pledge and grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a Lien on and security interest in all right, title and interest in or to any and all of the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Grantor, including, to the extent so constituting Collateral, those listed on Schedule A attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each of the parties hereto hereby acknowledges and affirms that the rights and remedies of the Administrative 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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

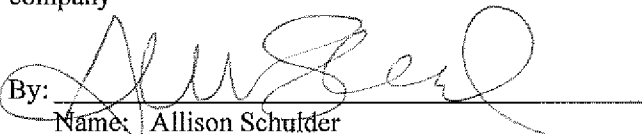
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the 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.

GRANTOR:

FRC BALANCE LLC, an Arizona limited liability company

By: 
Name: Allison Schulder
Title: Chief Financial Officer, Treasurer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006557 FRAME: 0924

ACKNOWLEDGED AND AGREED

as of the date first above written:

BANK OF AMERICA, N.A.

as Administrative Agent

By:





Name: Kelly Weaver

Title: Vice President


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations

Owner	Trademark	Application No. Filing Date	Registration No. Registration Date
FRC Balance LLC	KALE-AID	86026380 8/1/2013	4578821 8/5/2014
FRC Balance LLC		86026284 8/1/2013	4497563 3/18/2014
FRC Balance LLC	TRUE FOOD KITCHEN	85291955 4/11/2011	4052881 11/8/2011
FRC Balance LLC	TRUE FOOD KITCHEN	85290527 4/8/2011	4049211 11/1/2011
FRC Balance LLC		77679039 2/26/2009	3688743 9/29/2009
FRC Balance LLC	TRUE FOOD	77501250 6/17/2008	3620741 5/12/2009

Trademark Applications

Owner	Trademark	Application No.	Filing Date
FRC Balance LLC	JUBY	87442558	5/9/2017
FRC Balance LLC		88020977	6/29/2018
FRC Balance LLC	BE TRUE TO YOURSELF	88039105	7/16/2018
FRC Balance LLC	TRUE	88039241	7/16/2018