

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHOLESOME SWEETENERS, INCORPORATED		03/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Agent		
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5591698	BRITTLE THINS	
Registration Number:	5463951	WHOLESOME	
Registration Number:	5262665	DELISHFISH	
Registration Number:	5257878	MINDFULLY DELICIOUS	
Registration Number:	5223338	SUCANAT	
Registration Number:	5209736	CARE FOR YOU. CARE FOR OUR PLANET.	
Registration Number:	4951352	SWEET THE WORLD OFF ITS FEET	
Registration Number:	4848099		
Registration Number:	4843032	WHOLESOME!	
Registration Number:	4843030	CARE FOR YOU. CARE FOR OUR PLANET.	
Registration Number:	4843029	WHOLESOME!	
Registration Number:	4843028	LIFE IS SWEETER WHEN IT'S WHOLESOME!	
Registration Number:	4843027	LIVE SWEETLY	
Registration Number:	4273437	TRUJOY SWEETS	
Registration Number:	3992358	WHOLESOME SWEETENERS	
Registration Number:	3396903	SURF SWEETS	
Registration Number:	2665822	BILLINGTON'S	
Registration Number:	2708610	BILLINGTON'S	

CH \$490.00 5591698

Property Type	Number	Word Mark
Serial Number:	87898219	FRUDADDLES

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 202-467-8800

Email: jspiantanida@vorys.com

Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS

Address Line 2: ATTN: LAURA T. GEYER

Address Line 4: COLUMBUS, OHIO 43216-2255

NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	03/11/2019

Total Attachments: 5

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**FIRST AMENDMENT
TO
TRADEMARK COLLATERAL AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK COLLATERAL AGREEMENT (this "*Amendment*") is made and entered into as of March 1, 2019 (the "*Effective Date*"), by and between **WHOLESOME SWEETENERS, INCORPORATED**, a Delaware corporation ("*Debtor*"), whose principal place of business and mailing address is 14141 Southwest Freeway, Suite 160, Sugar Land, Texas 77478, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Administrative Agent (the "*Agent*") for the benefit of the Secured Creditors (as defined in the Security Agreement), and is as follows:

Preliminary Statements

A. Debtor, WSO Investments, Inc., a Delaware corporation ("*Parent*"), the other Guarantors party thereto, the Lenders party thereto, and Fifth Third Bank, as Administrative Agent and L/C Issuer are parties to a Credit Agreement dated as of September 2, 2014, as amended by the First Amendment to Credit Agreement dated as of November 6, 2014, the Second Amendment to Credit Agreement dated as of February 13, 2015, the Third Amendment to Credit Agreement, Limited Waiver and Consent dated as of November 18, 2015, the Fourth Amendment to Credit Agreement, Limited Waiver and Affirmation dated as of December 22, 2015, the Fifth Amendment to Credit Agreement dated as of July 26, 2017, the Forbearance Agreement and Sixth Amendment to Credit Agreement dated as of October 26, 2018 (as amended by the First Amendment to Forbearance Agreement dated as of January 21, 2019), and the Seventh Amendment to Credit Agreement (the "*Seventh Amendment*") dated as of the Effective Date (as amended, modified, restated, or supplemented from time to time, the "*Credit Agreement*")

B. In connection with the Credit Agreement, Debtor executed and delivered to Agent the Trademark Collateral Agreement dated as of August 29, 2014, and filed with the United States Patent and Trademark Office on September 3, 2014, at Reel: 005355, Frame: 0822 (as hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "*Trademark Collateral Agreement*"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement.

C. It is a condition precedent to the Seventh Amendment that this Amendment be executed and delivered by Debtor to Agent.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Loan Documents and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

1. **Amendment to Trademark Collateral Agreement.** Schedule A to the Trademark Collateral Agreement is amended in its entirety by substituting the document attached hereto as Schedule A in its place. Accordingly, Debtor hereby acknowledges and agrees that

each mark, registration, and application listed on Schedule A attached hereto constitutes, and shall be deemed to be, part of the "Collateral" (as defined in the Security Agreement and the Credit Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default if not cured after any applicable notice and cure period under the applicable Loan Documents.

3. **Continuing Effect of Trademark Collateral Agreement; Reaffirmation of Security; Grant of Security Interest.** Except as expressly amended hereby, all of the provisions of the Trademark Collateral Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor hereby grants to Agent for the benefit of the Secured Creditors a continuing Lien and security interest in each mark, registration, and application listed on Schedule A attached hereto and made a part hereof as security for the Secured Obligations, and Debtor acknowledges and confirms that the grants of such security interest: (a) represent continuing Liens on the Collateral (as defined in the Security Agreement and the Credit Agreement), (b) secure all of the Secured Obligations, and (c) represent valid, first priority Liens on all of the marks, registrations, and applications except to the extent of any Permitted Liens.

4. **One Agreement; References; Fax Signature.** The Trademark Collateral Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Collateral Agreement will be deemed to be a reference to the Trademark Collateral Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.


6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement once all of the parties hereto have signed this Amendment.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law provisions (other than sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

**WHOLESOME SWEETENERS,
INCORPORATED**

By: 
Name: Jeff Seldel
Title: Chief Financial Officer

FIFTH THIRD BANK, as Agent

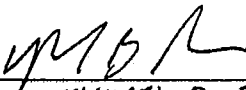
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

**WHOLESOME SWEETENERS,
INCORPORATED**

By: _____
Name: _____
Title: _____

FIFTH THIRD BANK, as Agent

By:  _____
Name: MICHAEL B. BARVEY
Title: VICE PRESIDENT

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

United States Trademarks:

Mark	Serial Number	Filing Date	Registration Number	Registration Date
	87665150	10/30/2017	5591698	10/23/2018
FRUDADDLES	87898219	04/27/2018	None	None
	87618839	09/22/2017	5463951	05/08/2018
DELISHFISH	87226546	11/04/2016	5262665	08/08/2017
MINDFULLY DELICIOUS	87205383	10/17/2016	5257878	08/01/2017
SUCANAT	87305649	01/18/2017	5223338	06/13/2017
CARE FOR YOU. CARE FOR OUR PLANET.	86399682	09/19/2014	5209736	05/23/2017
SWEET THE WORLD OFF ITS FEET	86767095	09/24/2015	4951352	05/03/2016
	86977418	11/24/2014	4848099	11/03/2015
WHOLESOME!	86977411	09/19/2014	4843032	10/27/2015
CARE FOR YOU. CARE FOR OUR PLANET.	86977396	09/19/2014	4843030	10/27/2015
	86977395	09/19/2014	4843029	10/27/2015
LIFE IS SWEETER WHEN IT'S WHOLESOME!	86977394	09/19/2014	4843028	10/27/2015
LIVE SWEETLY	86977393	09/19/2014	4843027	10/27/2015
TRUJOY SWEETS	85573640	03/19/2012	4273437	01/08/2013
	85069033	06/22/2010	3992358	07/12/2011
SURF SWEETS	76673157	02/26/2007	3396903	03/18/2008
BILLINGTON'S	76300041	08/10/2001	2665822	12/24/2002
				
BILLINGTON'S	76300039	08/10/2001	2708610	04/22/2003