

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520498

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TIESTA TEA COMPANY		04/23/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STONEGATE ASSET COMPANY I, LLC		
<b>Street Address:</b>	123 North Wacker Drive, Suite 1160		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606-1080		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5534586	TIESTA TEA	
<b>Registration Number:</b>	3974317	TIESTA TEA	
<b>Registration Number:</b>	5375117	LIVE LOOSE	
<b>Registration Number:</b>	5483500	FIREBERRY	
<b>Registration Number:</b>	5274525	MAUI MANGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8165317545		
<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>			
<b>Phone:</b>	816-460-2400		
<b>Email:</b>	trademarks.us@dentons.com		
<b>Correspondent Name:</b>	DENTONS US LLP		
<b>Address Line 1:</b>	233 South Wacker Drive Suite 5900		
<b>Address Line 2:</b>	P.O. Box 061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>NAME OF SUBMITTER:</b>	Brian R. McGinley		
<b>SIGNATURE:</b>	/brm/		
<b>DATE SIGNED:</b>	04/24/2019		
<b>Total Attachments: 3</b>			

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

April 23, 2019

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, TIESTA TEA COMPANY, a Delaware corporation ("Grantor"), having its principal office at 213 W. Institute Place, Suite 310, Chicago, Illinois 60610, hereby grants to STONEGATE ASSET COMPANY I, LLC, a Delaware limited liability company ("Grantee"), a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the "Marks", and each, a "Mark"), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Grantor's rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement among Grantor, the Guarantors party thereto from time to time and Grantee, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Upon termination of the Credit Agreement and the Security Agreement (as defined in the Credit Agreement), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:


TIESTA TEA COMPANY

By:  \_\_\_\_\_

Name: Daniel Klein

Title: Chief Executive Officer

**Schedule A to Grant of Security Interest in United States Trademarks**

<b>Mark</b>	<b>Registration or Application Number</b>	<b>Registration or Application Date</b>	<b>Expiration Date (unless renewed)</b>
TIESTA TEA	5534586	August 7, 2018	February 7, 2025
	3974317	June 7, 2011	December 7, 2021
LIVE LOOSE	5375117	January 9, 2018	July 9, 2024
FIREBERRY	5483500	June 5, 2018	December 5, 2024
MAUI MANGO	5274525	August 29, 2017	February 29, 2024