

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529198

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOTHER PARKER'S TEA & COFFEE INC.		06/13/2019	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	40 King Street West		
<b>Internal Address:</b>	62nd Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	M5W 2X6		
<b>Entity Type:</b>	Company: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3608906	DISTINCTIVELY YOURS	
<b>Registration Number:</b>	2876956	MOTHER PARKERS	
<b>Registration Number:</b>	5387165	ALTZA	
<b>Serial Number:</b>	88207464	UNITE FOR THE LOVE OF COFFEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123606520		
<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>	3123606000		
<b>Email:</b>	trademarks@freeborn.com		
<b>Correspondent Name:</b>	Andrew Goldstein		
<b>Address Line 1:</b>	311 South Wacker Dr.		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Freeborn & Peters LLP/ Cynthia Bergmann		
<b>Address Line 1:</b>	311 South Wacker Dr.		
<b>Address Line 2:</b>	Suite 3000		

OP \$115.00 3608906

<b>Address Line 4:</b> Chicago, ILLINOIS 60606	
<b>NAME OF SUBMITTER:</b>	Andrew Goldstein
<b>SIGNATURE:</b>	/Andrew Goldstein/
<b>DATE SIGNED:</b>	06/25/2019
<b>Total Attachments: 5</b> source=BNS Mother Parker's Tea & Coffee Inc. Amendment to Trademark Security Agreement 6.13.2019#page1.tif source=BNS Mother Parker's Tea & Coffee Inc. Amendment to Trademark Security Agreement 6.13.2019#page2.tif source=BNS Mother Parker's Tea & Coffee Inc. Amendment to Trademark Security Agreement 6.13.2019#page3.tif source=BNS Mother Parker's Tea & Coffee Inc. Amendment to Trademark Security Agreement 6.13.2019#page4.tif source=BNS Mother Parker's Tea & Coffee Inc. Amendment to Trademark Security Agreement 6.13.2019#page5.tif	

**AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "**Amendment**") dated as of June 13, 2019, is between **MOTHER PARKER'S TEA & COFFEE INC.**, an Ontario corporation (the "**Grantor**"), and **The Bank of Nova Scotia**, in its capacity as agent for the Secured Parties as such term is defined in the Credit Agreement (the "**Agent**").

**WITNESSETH**

WHEREAS, the Grantor and the Agent are party to a trademark security agreement dated as of March 14, 2013 (as such agreement may be further amended, supplemented, restated, modified, changed, renewed or replaced from time to time, the "**Trademark Security Agreement**").

AND WHEREAS, all capitalized terms used in this amending agreement which are not otherwise defined in this amending agreement shall have the meaning established for such terms in the Trademark Security Agreement;

AND WHEREAS, the Grantor has acquired and now owns certain additional Trademark Collateral (collectively, the "**Acquired Trademark Collateral**").

AND WHEREAS the Grantor and the Agent wish to amend the Trademark Security Agreement as hereinafter provided.

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which are acknowledged by the parties to this amending agreement, the Grantor and the Agent agree as follows:

1. Schedule 1 to the Trademark Security Agreement is hereby deleted in its entirety and replaced with Schedule 1 to this Amendment.
2. The parties acknowledge and agree that the Acquired Trademark Collateral shall be included and shall constitute Trademark Collateral as defined in and subject to the Trademark Security Agreement. For greater clarity, all items in the amended Schedule 1 hereto shall constitute Trademark Collateral subject to the Trademark Security Agreement.
3. All other terms and conditions of the Trademark Security Agreement remain unamended and the Trademark Security Agreement remains in full force and effect and is hereby ratified and confirmed in all respects.
4. This Amendment and the Trademark Security Agreement shall be read together as a single agreement. In the event of any conflict between this Amendment and the Trademark Security Agreement, this Amendment shall govern.
5. This Amendment is binding upon and shall enure to the benefit of the Grantor and the Agent and each of their respective successors and assigns.
6. Except to the extent that the UCC provides for the application of the law of any other jurisdiction, this Agreement shall be construed in accordance with and be governed by the laws of the State of New York, without regard to principle of conflicts of laws other than Section 5-1401 of the General Obligations Law of the State of New York. Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be

prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

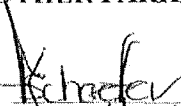
7. This Amendment may be executed by one or more of the parties to this amending agreement on any number of separate counterparts and by PDF or facsimile counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery by any party or other signatory of an executed counterpart of this amending agreement by facsimile or electronic mail or in PDF format shall be equally effective as delivery of an original executed counterpart of this Amendment.


*[Signature page follows]*

DATED as of the date first noted above.

**GRANTOR:**

**MOTHER PARKER'S TEA & COFFEE INC.**

By:   
Name: Fred Schaeffer  
Title: Chief Executive Officer

By:   
Name: Brian McClelland  
Title: Chief Financial officer

**AGENT:**

**THE BANK OF NOVA SCOTIA, as Agent**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**DATED** as of the date first noted above.

**GRANTOR:**

**MOTHER PARKER'S TEA & COFFEE INC.**

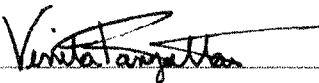
By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**AGENT:**

**THE BANK OF NOVA SCOTIA, as Agent**

Per:   
Name: **Clement Yu**  
Title: **Director**

Per:   
Name: **Venita Ramjattan**  
Title: **Analyst**

**SCHEDULE 1**

**TO TRADEMARK SECURITY AGREEMENT**

**(a) United States**

<b>TRADE MARK</b>	<b>APPLICATION/ REGISTRATION NUMBER</b>	<b>FILING/ REGISTRATION DATE</b>	<b>STATUS</b>
DISTINCTIVELY YOURS	78/526545; 3,608,906	December 3, 2004; April 21, 2009	Registered
MOTHER PARKER'S	76/559683; 2,876,956	October 31, 2003; August 24, 2004	Registered
ALTZA	86/794758; 5,387,165	October 21, 2015; January 23, 2018	Registered
UNITE FOR THE LOVE OF COFFEE	88/207464	November 27, 2018	Pending

EDC\_LAW 2008931\2