

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2266170 ONTARIO INC.		06/13/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	40 King Street West		
Internal Address:	62nd Floor		
City:	Toronto		
State/Country:	ILLINOIS		
Postal Code:	M5W 2X6		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5003810	ECOCUP	
Registration Number:	4752567	FREEDOM RIDGE	
Registration Number:	4739888	REALCUP	
Registration Number:	4813500	MAD MONKEY	
Registration Number:	4739911	JOE'S CUP O'COCOA	
Registration Number:	4777680	POWERED BY/ PROPULSÉ PAR REAL CUP SINGLE	
Registration Number:	4879429	ROARING BLACK	
Registration Number:	4993935	TAME DRAGON	
Registration Number:	4986201	LUSH BERRY	
Registration Number:	4998863	BERGAMIA GREY	
Registration Number:	4829972	WATER WISE	
Registration Number:	5000948	WATER WISE COFFEE	
Registration Number:	4883920	CHAMOMINT MOON	
Registration Number:	4960915	KAZIRANGA CHAI	
Registration Number:	4682596	REALCUP	
Registration Number:	4696710	REALCUP SINGLE SERVE CUPS	
Registration Number:	4795744	POWERED BY REALCUP SINGLE SERVE CUPS	

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CORRESPONDENCE DATA**Fax Number:** 3123606520*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:** 3123606000**Email:** trademarks@freeborn.com**Correspondent Name:** Andrew Goldstein**Address Line 1:** 311 South Wacker Dr.**Address Line 2:** Suite 3000**Address Line 4:** Chicago, ILLINOIS 60606**DOMESTIC REPRESENTATIVE****Name:** Freeborn & Peters LLP/ C. Bergmann**Address Line 1:** 311 South Wacker Dr.**Address Line 2:** Suite 3000**Address Line 4:** Chicago, ILLINOIS 60606**NAME OF SUBMITTER:** Andrew Goldstein**SIGNATURE:** /Andrew Goldstein/**DATE SIGNED:** 06/27/2019**Total Attachments: 5**

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SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "**Amendment**") dated as of June 13, 2019, is between **2266170 ONTARIO 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 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 amended by an Amendment to Trademark Security Agreement dated September 3, 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 Amendment which are not otherwise defined in this Amendment 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 Amendment, 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 Agreement 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.

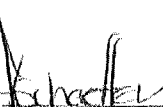
7. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts and by PDF or facsimile counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery by any party or other signatory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


[Signature page follows]

DATED as of the date first noted above.

GRANTOR:

2266170 ONTARIO 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:


2266170 ONTARIO INC.

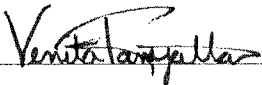
By: _____
Name:
Title:

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**

United States Trademark Registrations

TRADE MARK	APPLICATION/ REGISTRATION NUMBER	FILING/ REGISTRATION DATE	STATUS
ECOCUP	86/242843; 5,003,810	April 4, 2014; July 19, 2016	Registered
FREEDOM RIDGE	86/057140; 4,752,567	September 5, 2013; June 9, 2015	Registered
REALCUP	86/070823; 4,739,888	September 20, 2013; May 19, 2015	Registered
MAD MONKEY	86/107282; 4,813,500	October 31, 2013; September 15, 2015	Registered
JOE'S CUP O'COCOA (Stylized)	86/083142; 4,739,911	October 4, 2013; May 19, 2015	Registered
POWERED BY/PROPULSE PAR REALCUP SINGLE SERVE CUPS PORTIONS INDIVIDUELLES & Design	85/908387; 4,777,680	April 18, 2013; July 21, 2015	Registered
ROARING BLACK	86/365885; 4,879,429	August 13, 2014; January 5, 2016	Registered
TAME DRAGON	86/365888; 4,993,935	August 13, 2014; July 5, 2016	Registered
LUSH BERRY	86/366412; 4,986,201	August 14, 2014; June 28, 2016	Registered
BERGAMIA GREY	86/366415; 4,998,863	August 14, 2014; July 12, 2016	Registered
WATER WISE	86/368143; 4,829,972	August 15, 2014; October 13, 2015	Registered
WATER WISE COFFEE & Design	86/366856; 5,000,948	August 14, 2014; July 19, 2016	Registered
CHAMOMINT MOON	86/366418; 4,883,920	August 14, 2014; January 12, 2016	Registered
KAZIRANGA CHAI	86/366384; 4,960,915	August 14, 2014; May 17, 2016	Registered
REALCUP	85/983060; 4,682,596	April 24, 2012; February 3, 2015	Registered
REALCUP SINGLE SERVE CUPS & Design	85/983311; 4,696,710	April 24, 2012; March 3, 2015	Registered
POWERED BY REALCUP SINGLE SERVE CUPS & Design	85/983348; 4,795,744	April 18, 2013; August 18, 2015	Registered

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2019 Amendment to US Trademark Security Agreement (2266170)

RECORDED: 06/27/2019

**TRADEMARK
REEL: 006679 FRAME: 0876**