

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550291

<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>
TERRYBERRY COMPANY, LLC		11/15/2019	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT AGENCY SERVICES LLC, AS AGENT		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5857968	BE WELL	
<b>Registration Number:</b>	4163715	TERRYBERRY	
<b>Registration Number:</b>	2576032	TERRYBERRY	
<b>Registration Number:</b>	4163707	BE RECOGNIZED	
<b>Registration Number:</b>	4163694	360 RECOGNITION	
<b>Registration Number:</b>	4163706	GIVE A WOW	
<b>Registration Number:</b>	2624426	TALISMAN	
<b>Registration Number:</b>	5553280	TERRYBERRY BE RECOGNIZED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	22283 / 053		

CH \$215.00 5857968

<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	11/21/2019
<b>Total Attachments: 4</b> source=TerryBerry Trademark Security Agreement#page1.tif source=TerryBerry Trademark Security Agreement#page2.tif source=TerryBerry Trademark Security Agreement#page3.tif source=TerryBerry Trademark Security Agreement#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15<sup>th</sup> day of November, 2019, by TERRYBERRY COMPANY, LLC, a Michigan limited liability company ("Grantor"), in favor of CRESCENT AGENCY SERVICES LLC, a Delaware limited liability company, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), under the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of November 15, 2019 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of November 15, 2019, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**TERRYBERRY COMPANY, LLC**  
as Grantor

By:   
Name: J. Ryan MacIntyre  
Title: Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006800 FRAME: 0509**

Agreed and Accepted  
As of the Date First Written Above

**CRESCENT AGENCY SERVICES LLC,**  
as Agent

By: Crescent Capital Group LP, its Managing Member

By: 

Name: Jake Garmey

Title: Managing Director


By: 

Name: Kyle Anderson

Title: Vice President

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Terryberry Company, LLC	BE WELL	5857968	11/14/2017
Terryberry Company, LLC	TERRYBERRY (and Design)  	4163715	6/26/2012
Terryberry Company, LLC	TERRYBERRY	2576032	6/4/2002
Terryberry Company, LLC	BE RECOGNIZED	4163707	6/26/2012
Terryberry Company, LLC	360 RECOGNITION	4163694	6/26/2012
Terryberry Company, LLC	GIVE A WOW	4163706	6/26/2012
Terryberry Company, LLC	TALISMAN	2624426	9/24/2002
Terryberry Company, LLC	TERRYBERRY BE RECOGNIZED (RECOGNITION MAN DESIGN MARK)  	5553280	9/4/2018