

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568848

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Schlotterbeck & Foss, LLC		01/07/2020	Limited Liability Company: MAINE
Drew's, LLC		01/07/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Administrator Agent
Street Address:	191 N Wacker Drive, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4533435	S&F
Registration Number:	3128184	BUMBLEBERRY
Registration Number:	3276153	BUMBLEBERRY
Registration Number:	3772578	S&F
Registration Number:	3733099	WICKED GOOD
Registration Number:	3427309	GOOD CLEAN FOOD
Registration Number:	5460612	DREW'S ORGANICS
Registration Number:	3961293	CHEF CREATED...NATURE INSPIRED!
Registration Number:	3274875	DREW'S
Serial Number:	86879313	
Serial Number:	87153680	DREW'S
Serial Number:	87480860	DREW'S ORGANICS

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

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Email: kristin.brozovic@katten.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 342663-281

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 03/25/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 7, 2020 is made by Schlotterbeck & Foss, LLC ("S&F"), a Maine limited liability company, and Drew's, LLC, a Delaware limited liability company (together with S&F, each, a "Grantor" and collectively, the "Grantors"), in favor of NXT Capital, LLC, in its capacity as Administrative Agent party to the Credit Agreement referred to below (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among S&F, the lenders party thereto from time to time, and the Agent, the lenders thereto have agreed to extend credit and make certain financial accommodations to the S&F;

WHEREAS, in connection with the Credit Agreement, Grantor and the Agent have entered into that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among S&F, the other Grantors (as defined therein) from time to time party thereto and the Agent (the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Agent this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Party, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages,

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restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Loan Document (as such term is defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Security Agreement in accordance with the terms thereof, upon written request of the Grantor, and at the expense of the Grantor, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

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SCHLOTTERBECK & FOSS, LLC, as a Grantor

By: 
Name: David Hambright
Title: Chief Executive Officer and President

DREW'S, LLC, as a Grantor

By: 
Name: David Hambright
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]




NXT CAPITAL, LLC, as Agent

By: 
Name: Andrea Tunick
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Owner	Jurisdiction	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Schlotterbeck & Foss, LLC	US	Design Mark (Image of a bottle)	86879313		1/19/16	
Schlotterbeck & Foss, LLC	US	S&F	86086534	4533435	10/9/13	5/20/2014
Schlotterbeck & Foss, LLC	US	BUMBLEBERRY	78976389	3128184	2/10/04	8/8/2006
Schlotterbeck & Foss, LLC	US	BUMBLEBERRY	78365624	3276153	2/10/14	8/7/2007
Schlotterbeck & Foss, LLC	US	S&F Logo Design 	77533320	3772578	7/29/08	4/6/2010
Schlotterbeck & Foss, LLC	US	WICKED GOOD	77244378	3733099	8/1/07	1/5/2010
Schlotterbeck & Foss, LLC	US	GOOD CLEAN FOOD	76648662	3427309	10/17/05	5/13/2008
Drew's, LLC	US	DREW'S ORGANICS Logo 	87/480,862	5,460,612	06/08/2017	05/01/2018
Drew's, LLC	US	CHEF CREATED...NATURE INSPIRED	85/126,822	3,961,293	09/10/2010	05/17/2011
Drew's, LLC	US	DREW'S	78/875,731	3,274,875	05/03/2006	08/07/2007
Drew's, LLC	US	DREW'S	87/153,680	N/A	08/29/2016	N/A
Drew's, LLC	US	DREW'S ORGANICS Logo 	87/480,860	N/A	06/08/2017	N/A