

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TROPICAL SMOOTHIE CAFE, LLC		09/04/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	666 FIFTH AVE		
Internal Address:	18TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5460098	SUNSHINE SMOOTHIE	
Registration Number:	5612570	CHA CHA SRIRACHA FLATBREAD	
Registration Number:	5289939	CHIA BANANA BOOST	
Registration Number:	5210541	TROPICAL REWARDS	
Registration Number:	4999430	TROPICAL SMOOTHIE CAFE	
Registration Number:	4804094	ISLAND GREEN	
Registration Number:	4821552	KIWI QUENCHER	
Registration Number:	4803943	DRINK YOUR BREAKFAST	
Registration Number:	5370395	UNBEETABLE BERRY	
Registration Number:	4976040	TOTALLY GREEN	
Registration Number:	4756758	DESTINATION FLAVOR	
Registration Number:	3613114	NATIONAL FLIP FLOP DAY	
Registration Number:	3517255	EAT BETTER. FEEL BETTER.	
Registration Number:	3287599	EAT BETTER. FEEL BETTER.	
Registration Number:	2918995	TROPICAL SMOOTHIE CAFÉ	
Registration Number:	2892598	TROPICAL SMOOTHIE CAFÉ	
Registration Number:	2763722	TROPICAL SMOOTHIE CAFE	
Registration Number:	2103370	TROPICAL SMOOTHIE	
TRADEMARK			

CH \$515.00 5460098

Property Type	Number	Word Mark
Registration Number:	4253918	TROPICAL SMOOTHIE CAFÉ
Registration Number:	4756680	TROPICAL SMOOTHIE CAFE

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8208

Email: alana.hernandez@katten.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN

Address Line 1: 525 W. MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED:	09/04/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this September 4, 2020, by and among the Grantor listed on the signature pages hereof (“Grantor”), and GOLUB CAPITAL LLC, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 4, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among TSC BUYERCO, LLC, a Delaware limited liability company (“Holdings”), TSC MERGER SUB, LLC, a Delaware limited liability company (“Merger Sub”, and prior to the consummation of the Closing Date Merger, the “Initial Borrower”), upon consummation of the Closing Date Merger, TROPICAL SMOOTHIE CAFÉ HOLDINGS, LLC, a Delaware limited liability company (“TSC Holdings” and, as the surviving entity after giving effect to the Closing Date Merger, the “Borrower”), TROPICAL SMOOTHIE CAFÉ, LLC, a Georgia limited liability company (“Tropical Smoothie”), TSC-GA, LLC, a Georgia limited liability company (“TSC-GA”; collectively with Grantor, Holdings, Merger Sub and Borrower, the “Loan Parties”), the Agent and the Lenders from time to time party thereto (the “Lenders”), the Lenders are willing to extend credit and make certain other financial accommodations available to the Company pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of September 4, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Trademark Security 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, 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 and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its trademarks and rights in and to exclusive trademark licenses (each, a “Trademark License”) to which it is a party including those trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any Trademark License, (ii) injury to the goodwill associated with any trademark or any trademark licensed under any Trademark License or (iii) right to receive license fees, royalties, and other compensation under any Trademark License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TROPICAL SMOOTHIE CAFÉ, LLC
a Georgia limited liability company

By: 

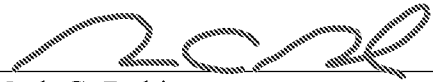
Name: Charles Watson

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and agreed to as of the date first above written.

GOLUB CAPITAL LLC,
as Administrative Agent

By:  _____

Name: Mark C. Robinson

Title: Managing Director

Schedule I

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
SUNSHINE SMOOTHIE	87322459	5460098	5/1/18
CHA CHA SRIRACHA FLATBREAD	87322491	5612570	11/20/18
CHIA BANANA BOOST	87314735	5289939	9/19/17
TROPICAL REWARDS	86943368	5210541	5/23/17
TROPICAL SMOOTHIE CAFÉ Design	86582007	4999430	7/12/16
ISLAND GREEN	86522189	4804094	9/1/15
KIWI QUENCHER	86518350	4821552	9/29/15
DRINK YOUR BREAKFAST	86518375	4803943	9/1/15
UNBEETABLE BERRY	86518383	5370395	1/2/18
TOTALLY GREEN	86518387	4976040	6/14/16
DESTINATION FLAVOR	86102179	4756758	6/16/15
NATIONAL FLIP FLOP DAY	77224824	3613114	4/28/09
EAT BETTER. FEEL BETTER. Design	77141571	3517255	10/14/08
EAT BETTER. FEEL BETTER.	77050119	3287599	9/4/07
TROPICAL SMOOTHIE CAFÉ Design	78329739	2918995	1/18/05
TROPICAL SMOOTHIE CAFÉ	76485193	2892598	10/12/04
TROPICAL SMOOTHIE CAFÉ Design	76420094	2763722	9/16/03
TROPICAL SMOOTHIE	75181290	2103370	10/7/97
TROPICAL SMOOTHIE CAFÉ Design	85604771	4253918	12/4/12
TROPICAL SMOOTHIE CAFÉ Design	86065647	4756680	6/16/15