

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374304

| | | | |
|---|-------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Yasso, Inc. | | 12/22/2015 | CORPORATION: DELAWARE |
| Apollo Food Group LLC | | 12/22/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 100 Federal Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3975894 | YASSO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2039757180 | | |
| <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> | | | |
| Phone: | 203.975.7505 | | |
| Email: | christina.london@lockelord.com | | |
| Correspondent Name: | Locke Lord LLP | | |
| Address Line 1: | 201 Broad Street | | |
| Address Line 4: | Stamford, CONNECTICUT 06901 | | |
| ATTORNEY DOCKET NUMBER: | 1428636.00049 | | |
| NAME OF SUBMITTER: | Steven Blumberg | | |
| SIGNATURE: | /Steven Blumberg/ | | |
| DATE SIGNED: | 02/24/2016 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 22, 2015, is among the undersigned (each a "Grantor"), and Bank of America, N.A., as lender (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of the date hereof by and among Yasso, Inc., a Delaware corporation, as borrower (the "Borrower"), Apollo Food Group LLC, a Delaware limited liability company, as Guarantor (the "Guarantor"), and the Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lender has agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted to the Lender a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Obligor under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that, the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of each Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Lender a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof), to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

Each Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the state of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.


GRANTOR:

YASSO, INC.

By: 
Name: Adam Kaufman
Title: Chief Financial Officer

GRANTOR:

APOLLO FOOD GROUP LLC

By: 
Name: Adam Kaufman
Title: Chief Financial Officer

LENDER:

BANK OF AMERICA, N.A.

By: _____
Name: Steven Blumberg
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

YASSO, INC.

By: _____
Name: Adam Kaufman
Title: Chief Financial Officer

GRANTOR:

APOLLO FOOD GROUP LLC

By: _____
Name: Adam Kaufman
Title: Chief Financial Officer

LENDER:

BANK OF AMERICA, N.A.

By: Steven Blumberg
Name: Steven Blumberg
Title: Senior Vice President

(Trademark Security Agreement)

TRADEMARK
REEL: 005739 FRAME: 0006

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

| Trademark | Registration Number | Owner |
|------------------|----------------------------|--------------|
| Yasso (USA) | 3,975,894 | Yasso, Inc. |

INTERNATIONAL TRADEMARK REGISTRATIONS

| Trademark | Registration Number | Owner |
|-------------------|----------------------------|--------------|
| Yasso (Mexico) | 1,309,090 | Yasso Inc. |
| Yasso (Mexico) | 1,309,091 | Yasso Inc. |
| Yasso (Australia) | 1,482,455 | Yasso, Inc. |

INTERNATIONAL TRADEMARK APPLICATIONS

| Trademark | Registration Number | Owner |
|------------------|----------------------------|--------------|
| Yasso (Canada) | 1,570,573 | Yasso, Inc. |
| Yasso (India) | 2,962,488 | Yasso, Inc. |