

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amazon Preservation Partners, LLC	FORMERLY APP, LLC	11/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KarpReilly Capital Partners III, L.P.		
Street Address:	102 Greenwich Ave		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3303759	ZOLA	
Registration Number:	4819716	ZOLA	
Registration Number:	4819717	ZOLA FRUITS OF THE WORLD	
Registration Number:	4401106	ZOLA FRUITS OF THE WORLD	
Registration Number:	4197797	COCO-HYDRATION	
Serial Number:	77724145	DRINK ZOLA. LIVE BETTER.	
Registration Number:	5325659	ZOLA	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9325		
Email:	ustrademarkmail@ropesgray.com		
Correspondent Name:	Elizabeth R. Langton, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	105008-0060-001		
NAME OF SUBMITTER:	Elizabeth R. Langton		
SIGNATURE:	/elizabeth langton/		

CH \$190.00 3303759

DATE SIGNED:	11/03/2017
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Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is entered into as of November 3, 2017 (this "Agreement"), between Amazon Preservation Partners, LLC (f/k/a APP, LLC,) a Delaware limited liability company (the "Grantor"), and KarpReilly Capital Partners III, L.P. ("KarpReilly"), as collateral agent (in such capacity, the "Administrative Agent") for the Secured Party (as defined in the Security Agreement (as defined below)).

Reference is made to that certain Trademark Security Agreement, dated as of February 27, 2017 (the "Original Agreement"), among the parties hereto. Reference is also made to that certain Amended and Restated Security Agreement, dated as of November 3, 2017 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantor, Amazon Preservation Holdings, LLC ("Amazon Holdings") and the Administrative Agent. The Lender (as defined in the Secured Note Purchase Agreement, dated as of February 27, 2017, among the Grantor, Amazon Holdings and KarpReilly (the "First Purchase Agreement") and the Secured Note Purchase Agreement, dated as of November 3, 2017, among the Grantor, Amazon Holdings and KarpReilly (the "Second Purchase Agreement" and, together with the First Purchase Agreement, the "Purchase Agreements")) has extended credit to the Grantor and Amazon Holdings subject to the terms and conditions set forth in the Purchase Agreements and the Notes. Consistent with the requirements set forth in the Purchase Agreements and the Security Agreement, the parties hereto desire to amend and restate the Original Agreement and agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations (as defined in the Security Agreement), the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Trademark Collateral"):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto (except 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 or statement of use, such intent-to-use trademark application shall be considered Trademark Collateral);
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral. Notwithstanding anything herein to the contrary, t


SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMAZON PRESERVATION PARTNERS, LLC
as Grantor

By: 
Name: Christopher Cuvelier
Title: Chief Executive Officer

KARPREILLY CAPITAL PARTNERS III, L.P.
as Administrative Agent

By: 
Name: Allan Karp
Title: Authorized Signatory

SCHEDULE I

Registered Owner	Application Number / Filing Date	Registration Number / Registration Date	Trademark
Amazon Preservation Partners, LLC, f/k/a APP, LLC	78651120 / June 15, 2005	3303759 / October 2, 2007	Zola
Amazon Preservation Partners, LLC, f/k/a APP, LLC	86446503 / November 6, 2014	4819716 / September 22, 2015	Zola
Amazon Preservation Partners, LLC, f/k/a APP, LLC	86446522 / November 6, 2014	4819717 / September 22, 2015	Zola Fruits of the World
Amazon Preservation Partners, LLC, f/k/a APP, LLC	85614361 / May 2, 2012	4401106 / September 10, 2013	Zola Fruits of the World
Amazon Preservation Partners, LLC, f/k/a APP, LLC	85511666 / January 9, 2012	4197797 / August 28, 2012	Coco-Hydration
Amazon Preservation Partners, LLC, f/k/a APP, LLC	77724145 / April 28, 2009	CANCELLED	Drink Zola. Live Better.
Amazon Preservation Partners, LLC, f/k/a APP, LLC	87039929 / May 17, 2016	--	Live Zola
Amazon Preservation Partners, LLC, f/k/a APP, LLC	87278585 / December 22, 2016	5325659 / October 31, 2017	ZOLA & design
Amazon Preservation Partners, LLC, f/k/a APP, LLC	87278621 / December 22, 2016	--	Miscellaneous logo
Amazon Preservation Partners, LLC, f/k/a APP, LLC	87349888 / February 25, 2017	--	LIVE ZOLA!