TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunny Sky Products, LLC		01/29/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2546872	CORAL BAY
Registration Number:	2666588	IGUANA ICE WANNA IGUANA?
Registration Number:	3770184	CAFE BARÍSIMO ESPRESSO CAPPUCCINO & LATT
Registration Number:	3866906	SELECTION BEVERAGE PROFIT SPECIALISTS
Registration Number:	3872678	CAFE BARISIMO ESPRESSO CAPPUCCINO & COCO
Registration Number:	3876213	SELECTION SIP A DESSERT
Registration Number:	3928713	RISE'N GO BREAKFAST IN A CUP THE ORIGINA
Registration Number:	4018198	LIFT YOUR SPIRITS.
Registration Number:	4637353	ICE DOG
Registration Number:	4637352	ICE DOG
Registration Number:	4683950	THE ORIGINAL SLUSHIE COMPANY
Registration Number:	4594783	PURE
Registration Number:	4665099	EL NINO AGUAS FRESCAS
Registration Number:	3589255	THE ORIGINAL SLUSHIE COMPANY
Registration Number:	2870994	SUNNY SKY

OP $390.00 2546872

CORRESPONDENCE DATA

Fax Number: 3128637806

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:	312-863-7198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	Nancy Brougher, Paralegal
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe Street, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.259
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	01/30/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 29th day of January, 2018, by Sunny Sky Products, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended 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 of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended 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 Secured 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 of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing and 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, such Trademarks; and

(ii) all products, royalties 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 Trademark, or (b) injury to the goodwill associated with such Trademarks.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

TRADEMARK
REEL: 006260 FRAME: 0494

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

SUNNY SKY PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Name: W. Ashley Edens
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By: _____
Name: Andrea Tunick
Title: Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademarks:

Mark	Reg. No.	Registered
CORAL BAY	2,546,872	March 12, 2002
	2,666,588	December 24, 2002
	3,770,184	April 6, 2010
SELECTION	3,866,906	October 26, 2010
	3,872,678	November 9, 2010
SELECTION Sip A Dessert	3,876,213	November 16, 2010
Rise'N Go BREAKFAST IN A CUP The Original Oatmeal Smoothie	3,928,713	March 8, 2011
Lift your spirits.	4,018,198	August 30, 2011
	4,637,353	November 11, 2014
ICE DOG	4,637,352	November 11, 2014
THE ORIGINAL SLUSHIE COMPANY	4,683,950	February 10, 2015
Pure	4,594,783	September 2, 2014

El Nino Aguas Frescas	4,665,099	January 6, 2015
The Original Slushie Company	3,589,255	March 10, 2009
SUNNY SKY	2,870,994	August 10, 2004

TRADEMARK APPLICATIONS

None.