

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492592

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Honeygrow, LLC		09/25/2018	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Big Horn Capital Partners II, LP, as Collateral Agent		
<b>Street Address:</b>	c/o Miller Investment Management, LP		
<b>Internal Address:</b>	One Bridge Tower, 100 Front Street, Suite 1500		
<b>City:</b>	West Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	Limited Partnership: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4986623	HG	
<b>Registration Number:</b>	4892583	HONEST EATING & GROWING LOCAL	
<b>Registration Number:</b>	4407386	HONEYGROW	
<b>Registration Number:</b>	4892587	KALE'ATTA	
<b>Registration Number:</b>	5397011	MINIGROW	
<b>Registration Number:</b>	5477066	MINIGROW BY HONEYGROW	
<b>Registration Number:</b>	5499558	NOURISHING CREATIVITY	
<b>Serial Number:</b>	87880584	DAMN GOOD NOODLES + GREENS	
<b>Serial Number:</b>	87495293	MG	
<b>Serial Number:</b>	87495305	MG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669593484		
<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>			
<b>Phone:</b>	2128082700		
<b>Email:</b>	rizzosd@pepperlaw.com		
<b>Correspondent Name:</b>	PEPPER HAMILTON LLP		
<b>Address Line 1:</b>	620 EIGHTH AVENUE, 38th Floor		

OP \$265.00 4986623

<b>Address Line 4:</b>	NEW YORK, NEW YORK 10018
<b>ATTORNEY DOCKET NUMBER:</b>	141478.16
<b>NAME OF SUBMITTER:</b>	Samantha Rizzo
<b>SIGNATURE:</b>	/Samantha Rizzo/
<b>DATE SIGNED:</b>	10/03/2018
<b>Total Attachments: 4</b> source=HG Trademark Security Agreement#page1.tif source=HG Trademark Security Agreement#page2.tif source=HG Trademark Security Agreement#page3.tif source=HG Trademark Security Agreement#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 25, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Big Horn Capital Partners II, LP, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Purchasers.

### WITNESSETH:

WHEREAS, HONEYGROW RESTAURANT ORGANIZATION, LP, a Pennsylvania limited partnership (the “Issuer”) and the Purchasers from time to time party thereto, have entered into a Convertible Note Purchase Agreement, dated as of July 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”);

WHEREAS, all of the Grantors are party to a Security Agreement dated as of September 25, 2018 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes from the Issuer thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Purchasers, and grants to the Collateral Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.** In addition, the provisions of Section Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., and Error! Reference source not found. of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Honeygrow, LLC, as Grantor



By: 

Name: David J. Robkin


Title: President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Current Recorded Owner</u>
US	HG and Design 	4986623	06/28/2016	43	Honeygrow, LLC
US	HONEST EATING & GROWING LOCAL	4892583	01/26/2016	43	Honeygrow, LLC
US	HONEYGROW	4407386	09/24/2013	43	Honeygrow, LLC
US	KALE' ATTA	4892587	01/26/2016	43	Honeygrow, LLC
US	MINIGROW	5397011	02/06/2018	43	Honeygrow, LLC
US	MINIGROW BY HONEYGROW and Design 	5477066	05/22/2018	43	Honeygrow, LLC
US	NOURISHING CREATIVITY	5499558	06/19/2018	43	Honeygrow, LLC

2. TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Class</u>	<u>Current Recorded Owner</u>
US	DAMN GOOD NOODLES + GREENS	87/880584	04/17/2018	43	Honeygrow, LLC
US	MG and Design 	87/495293	06/19/2017	43	Honeygrow, LLC
US	MG	87/495305	06/19/2017	43	Honeygrow, LLC

3. TRADEMARK LICENSES

None.