

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Apple & Eve, LLC		07/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
A&E Acquisition, LLC		07/25/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	4257691	MUNCH SOMETHING GOOD FOR A CHANGE
Registration Number:	4257690	DRINK SOMETHING GOOD FOR A CHANGE
Registration Number:	4304232	SNACKTACULAR
Registration Number:	4227661	FLIP CHIPS
Registration Number:	2664591	THE SWITCH
Registration Number:	3736602	THE SWITCH
Registration Number:	4544895	APPLE & EVE ORGANIC QUENCHERS
Registration Number:	4417350	APPLE & EVE
Registration Number:	4377321	WATER FRUITS
Registration Number:	4359126	NORTHLAND NATURALLY SMART
Registration Number:	4158548	NORTHLAND CRANBERRY CARE UT
Registration Number:	4139890	CRANBERRY CARE
Registration Number:	4158547	CRANBERRY CARE UT
Registration Number:	3955051	FRUITABLES
Registration Number:	3451274	DRINK TO PINK
Registration Number:	3437929	CRANBERRY WELLNESS
Registration Number:	4032278	SEEDING THE ARTS
Registration Number:	3945797	SEEDING THE ARTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3945796	FRUITABLES SEEDING THE ARTS
Registration Number:	4032277	FRUITABLES SEEDING THE ARTS
Registration Number:	3874476	DARK NATURALS
Registration Number:	3782589	NECTAR-C
Registration Number:	3751354	DARINGLY DARK. RICHLY NUTRITIOUS.
Registration Number:	4043663	NORTHLAND THE POWER OF DARK FRUIT
Registration Number:	3459004	FIZZ ED
Registration Number:	3880291	APPLE & EVE FRUITABLES
Registration Number:	3607079	TROPICAL WAVES
Registration Number:	3515132	AWAKE GOOD MORNING ENERGY
Registration Number:	3472991	APPLE & EVE FAMILIES FIT TOGETHER
Registration Number:	2750120	BE PURE. BE FRUITFUL.
Registration Number:	2667017	CRANBERRY JUICE & MORE
Registration Number:	2265146	NOTHIN' BUT JUICE
Registration Number:	2216485	NORTHLAND CRANBERRIES
Registration Number:	1803370	APPLE & EVE
Registration Number:	1966800	MADE IN THE SHADE
Registration Number:	1925743	NORTHLAND CRANBERRIES, INC.
Registration Number:	1986535	ORIGINAL TREE SWEET
Registration Number:	1949332	NORTHLAND
Registration Number:	1817513	NORTHLAND
Registration Number:	1972041	NATURALLY CRANBERRY
Registration Number:	1406048	THE JUICE, THE WHOLE JUICE AND NOTHING B
Registration Number:	0656892	TREESWEET
Registration Number:	0354723	TREESWEET

CORRESPONDENCE DATA

Fax Number: 3123322196
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: 312.863.7266
Email: justin.debruyne@goldbergkohn.com
Correspondent Name: Justin DeBruyne, Paralegal
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2072.076
NAME OF SUBMITTER:	Justin DeBruyne
SIGNATURE:	/justin debruyne/
DATE SIGNED:	07/25/2014

Total Attachments: 7

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Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of July 25, 2014, Apple & Eve, LLC, a Delaware limited liability company, and A&E Acquisition, LLC, a Delaware limited liability company (collectively, the "Pledgors"), in favor of BMO Harris Bank N.A., in its capacity as administrative agent pursuant to the Credit Agreement, dated as of the date hereof (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

(a) the Trademarks of such Pledgor listed on Schedule 1 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark 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 or service mark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the lien on and 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 is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Administrative Agent pursuant to Section 11.4 of the Security Agreement, upon written request of any Pledgor, the Administrative Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Page Follows]

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

APPLE & EVE, LLC

By: Clement Pappas & Company, Inc.,
its Sole Member

By: 
Name: Glenn McKellar
Title: Vice President Finance and Control

A&E ACQUISITION, LLC

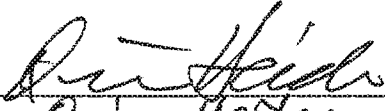
By: Apple & Eve, LLC, its Sole Member

By: Clement Pappas & Company, Inc.,
its Sole Member

By: 
Name: Glenn McKellar
Title: Vice President Finance and Control

AGREED AND ACCEPTED:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Quinn Heiden
Title: Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

MARK	REGIS. NUMBER	REGIS. DATE	Country	OWNER INFORMATION
<u>MUNCH SOMETHING GOOD FOR A CHANGE</u>	<u>4257691</u>	12/11/12	USA	A & E Acquisition, LLC
<u>DRINK SOMETHING GOOD FOR A CHANGE</u>	<u>4257690</u>	12/11/12	USA	A & E Acquisition, LLC
<u>SNACKTACULAR</u>	<u>4304232</u>	03/19/13	USA	A & E Acquisition, LLC
<u>FLIP CHIPS</u>	<u>4227661</u>	10/16/12	USA	A & E Acquisition, LLC
<u>THE SWITCH</u>	<u>2664591</u>	12/17/02	USA	A & E Acquisition, LLC
<u>THE SWITCH</u>	<u>3736602</u>	01/12/10	USA	A & E Acquisition, LLC
<u>APPLE & EVE ORGANIC QUENCHERS</u>	<u>4544895</u>	06/03/14	USA	Apple & Eve, LLC
<u>APPLE & EVE</u>	<u>4417350</u>	10/15/13	USA	Apple & Eve, LLC
<u>WATER FRUITS</u>	<u>4377321</u>	07/30/13	USA	Apple & Eve, LLC
<u>NORTHLAND NATURALLY SMART</u>	<u>4359126</u>	06/25/13	USA	Apple & Eve, LLC
<u>NORTHLAND CRANBERRY CARE UT</u>	<u>4158548</u>	06/12/12	USA	Apple & Eve, LLC
<u>CRANBERRY CARE</u>	<u>4139890</u>	05/08/12	USA	Apple & Eve, LLC
<u>CRANBERRY CARE UT</u>	<u>4158547</u>	06/12/12	USA	Apple & Eve, LLC
<u>FRUITABLES</u>	<u>3955051</u>	05/03/11	USA	Apple & Eve, LLC
<u>DRINK TO PINK</u>	<u>3451274</u>	06/17/08	USA	Apple & Eve, LLC

<u>MARK</u>	<u>REGIS. NUMBER</u>	<u>REGIS. DATE</u>	<u>Country</u>	<u>OWNER INFORMATION</u>
<u>CRANBERRY WELLNESS</u>	<u>3437929</u>	<u>05/27/08</u>	USA	Apple & Eve, LLC
<u>SEEDING THE ARTS</u>	<u>4032278</u>	<u>09/27/11</u>	USA	Apple & Eve, LLC
<u>SEEDING THE ARTS</u>	<u>3945797</u>	<u>04/12/11</u>	USA	Apple & Eve, LLC
<u>FRUITABLES SEEDING THE ARTS</u>	<u>3945796</u>	<u>04/12/11</u>	USA	Apple & Eve, LLC
<u>FRUITABLES SEEDING THE ARTS</u>	<u>4032277</u>	<u>09/27/11</u>	USA	Apple & Eve, LLC
<u>DARK NATURALS</u>	<u>3874476</u>	<u>11/09/10</u>	USA	Apple & Eve, LLC
<u>NECTAR-C</u>	<u>3782589</u>	<u>04/27/10</u>	USA	Apple & Eve, LLC
<u>DARINGLY DARK. RICHLY NUTRITIOUS.</u>	<u>3751354</u>	<u>02/23/10</u>	USA	Apple & Eve, LLC
<u>NORTHLAND THE POWER OF DARK FRUIT</u>	<u>4043663</u>	<u>10/25/11</u>	USA	Apple & Eve, LLC
<u>FIZZ ED</u>	<u>3459004</u>	<u>07/01/08</u>	USA	Apple & Eve, LLC
<u>APPLE & EVE FRUITABLES</u>	<u>3880291</u>	<u>11/23/10</u>	USA	Apple & Eve, LLC
<u>TROPICAL WAVES</u>	<u>3607079</u>	<u>04/14/09</u>	USA	Apple & Eve, LLC
<u>AWAKE GOOD MORNING ENERGY</u>	<u>3515132</u>	<u>10/14/08</u>	USA	Apple & Eve, LLC
<u>APPLE & EVE FAMILIES FIT TOGETHER</u>	<u>3472991</u>	<u>07/22/08</u>	USA	Apple & Eve, LLC
<u>BE PURE. BE FRUITFUL.</u>	<u>2750120</u>	<u>08/12/03</u>	USA	Apple & Eve, LLC
<u>CRANBERRY JUICE & MORE</u>	<u>2667017</u>	<u>12/24/02</u>	USA	Apple & Eve, LLC
<u>NOTHIN' BUT JUICE</u>	<u>2265146</u>	<u>07/27/99</u>	USA	Apple & Eve, LLC

MARK	REGIS. NUMBER	REGIS. DATE	Country	OWNER INFORMATION
<u>NORTHLAND CRANBERRIES</u>	<u>2216485</u>	01/05/99	USA	Apple & Eve, LLC
<u>APPLE & EVE</u>	<u>1803370</u>	11/09/93	USA	Apple & Eve, LLC
<u>MADE IN THE SHADE</u>	<u>1966800</u>	04/09/96	USA	Apple & Eve, LLC
<u>NORTHLAND CRANBERRIES, INC.</u>	<u>1925743</u>	10/10/95	USA	Apple & Eve, LLC
<u>ORIGINAL TREE SWEET</u>	<u>1986535</u>	07/16/96	USA	Apple & Eve, LLC
<u>NORTHLAND</u>	<u>1949332</u>	01/16/96	USA	Apple & Eve, LLC
<u>NORTHLAND</u>	<u>1817513</u>	01/18/94	USA	Apple & Eve, LLC
<u>NATURALLY CRANBERRY</u>	<u>1972041</u>	05/07/96	USA	Apple & Eve, LLC
<u>THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE</u>	<u>1406048</u>	08/19/86	USA	Apple & Eve, LLC
<u>TREESWEET</u>	<u>0656892</u>	01/07/58	USA	Apple & Eve, LLC
<u>TREESWEET</u>	<u>0354723</u>	02/22/38	USA	Apple & Eve, LLC
<u>APPLE & EVE</u>	411183	04/16/1993	Canada	Apple & Eve, LLC
<u>APPLE & EVE (Stylized)</u>	243881	04/25/1980	Canada	Apple & Eve, LLC
<u>NORTHLAND</u>	533057	09/20/2000	Canada	Apple & Eve, LLC
<u>ORIGINAL TREE SWEET & DESIGN</u>	TMA475547	04/30/1997	Canada	Apple & Eve, LLC
<u>THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE</u>	408409	02/19/1993	Canada	Apple & Eve, LLC
<u>TREESWEET</u>	233729	06/15/1979	Canada	Apple & Eve, LLC
<u>TREESWEET (STYLIZED)</u>	191494	06/01/1973	Canada	Apple & Eve, LLC
<u>FRUITABLES</u>	1603204	11/20/2012	Canada	Apple & Eve, LLC