

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476124

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRUSTEES OF SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994		05/29/2018	Florida statutory trust: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	FIFTH THIRD BANK
<b>Street Address:</b>	200 East Las Olas Blvd.
<b>Internal Address:</b>	Suite 1200
<b>City:</b>	Ft. Lauderdale
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33301
<b>Entity Type:</b>	Ohio Banking Corporation: OHIO

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4552606	ALOE 2.0
Registration Number:	4095814	FRESH PRESSED
Registration Number:	3946543	FRESH PRESSED
Registration Number:	4131128	FRUIT GARDEN
Registration Number:	4248677	LAKWOOD
Registration Number:	1187977	LAKWOOD
Registration Number:	4994521	LAKWOOD BASICS
Registration Number:	4215244	LAKWOOD PURE FRUIT
Registration Number:	4732074	ORGANIC 2.0

## CORRESPONDENCE DATA

Fax Number: 8446706009

*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: 616-336-1052

Email: cmitchell@dickinsonwright.com

Correspondent Name: CHRISTOPHER A. MITCHELL

Address Line 1: 350 South Main Street

OP \$240.00 4552606

**Address Line 2:** Suite 300  
**Address Line 4:** Ann Arbor, MICHIGAN 48104

<b>ATTORNEY DOCKET NUMBER:</b>	21198-336
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER A. MITCHELL
<b>SIGNATURE:</b>	/CHRISTOPHER A. MITCHELL/
<b>DATE SIGNED:</b>	05/31/2018

**Total Attachments: 5**

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## CONFIRMATORY SECURITY AGREEMENT

THIS CONFIRMATORY SECURITY AGREEMENT (this "Agreement") is entered into as of May 29, 2018, by and among the trustees of SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994, a Florida statutory trust, the trustees comprising Scott P. Fuhrman, a United States citizen, and Jeffrey Newman, a United States citizen, (collectively, the "Grantor"), and FIFTH THIRD BANK, an Ohio Banking Corporation (the "Secured Party").

### Recitals

A. The Grantor, Hawkins Park Land LLC, a Delaware limited liability company, Hawkins Park Properties LLC, a Delaware limited liability company, Florida Bottling, Inc., a Florida corporation, and the Secured Party entered into that certain Master Credit Agreement, dated May 4, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Secured Party has made available to the Borrower Loans and other financial accommodations as set forth in the Credit Agreement.

B. In connection with the Credit Agreement, the Grantor and the Secured Party entered into that certain Security Agreement dated May 29, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which a security interest in the Collateral (as defined in the Security Agreement) was granted to the Secured Party as security for the Obligations (as defined in the Security Agreement).

C. Pursuant to the terms of the Security Agreement, the Collateral comprises all of the intellectual property assets of the Grantor, including, without limitation, patents, patent applications, and trademarks, all as particularized in the definition of "Collateral" as it appears in the Security Agreement, including the intellectual property filings listed in Exhibit A attached hereto (all such intellectual property assets of the Grantor are referred to as the "Intellectual Property Collateral").

### Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement, the Security Agreement, and the other Loan Documents, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party to secure the Obligations, and the Secured Party accepts, a continuing security interest in all of the Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including without limitation each trademark registration and/or trademark application referred to in Exhibit A, attached hereto, and the subject trademark thereof, together with the goodwill associated therewith.

The security interest granted to the Secured Party herein is granted in furtherance, and not in limitation, of the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are 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.

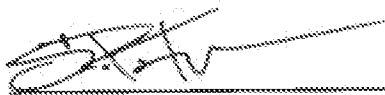
All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement and the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

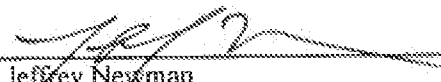
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first above written.

**SCOTT P. FUHRMAN GST TRUST UAD**  
06/30/1994

By: Scott P. Fuhrman, not in his individual capacity  
but solely as Co-Trustee

By:   
Name: Scott P. Fuhrman  
Title: Co-Trustee  
Dated: May 29, 2018

By: Jeffrey Newman, not in his individual capacity  
but solely as Co-Trustee

By:   
Name: Jeffrey Newman  
Title: Co-Trustee  
Dated: May 29, 2018

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Name: George Valle  
Title: Vice President  
Dated: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first above written.

**SCOTT P. FUHRMAN GST TRUST UAD**  
06/30/1994

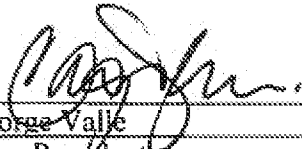
By: Scott P. Fuhrman, not in his individual capacity  
but solely as Co-Trustee

By: \_\_\_\_\_  
Name: Scott P. Fuhrman  
Title: Co-Trustee  
Dated: \_\_\_\_\_

By: Jeffrey Newman, not in his individual capacity  
but solely as Co-Trustee

By: \_\_\_\_\_  
Name: Jeffrey Newman  
Title: Co-Trustee  
Dated: \_\_\_\_\_

**FIFTH THIRD BANK**

By:   
Name: George Valle  
Title: Vice President  
Dated: May 29, 2018

**EXHIBIT A:  
INTELLECTUAL PROPERTY COLLATERAL**

TRADEMARK	COUNTRY	APPLICATION/R EG. NO.	OWNER	GOODS
ALOE 2.0	United States	Reg. 4,552,606 Reg 17-JUN-2014	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices; all of the foregoing comprising aloe in whole or in part.
FRESH PRESSED	United States	Reg. 4095814 Reg 07-FEB-2012	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices.
FRESH PRESSED	United States	Reg 3946543 Reg 12-APR-2011	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices.
FRUIT GARDEN	United States	Reg 4131128 Reg 24-APR-2012	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices.
LAKEWOOD	United States	Reg 4248677 Reg 27-NOV-2012	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Vegetable juices.
LAKEWOOD	United States	Reg 1187977 Reg 26-JAN-1982	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Beverages containing fruit juices.
<b>Lakewood</b> <small>beverages</small>	United States	Reg 4994521 Reg 5-JUL-2016	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices.
LAKEWOOD PURE FRUIT	United States	Reg 4215244 Reg 25-SEP-2012	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices.
ORGANIC 2.0	United States	Reg 4732074 Reg 5-MAY-2015	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Organic fruit juices; organic vegetable juices; organic vegetable-fruit juices.
LAKEWOOD	Australia	Reg 1763552 Reg 13-APR-2016	SCOTT P. FUHRMAN GST	Fruit juices; vegetable juices; vegetable-fruit juices.

			TRUST UAD 06/30/1994	
LAKWOOD	Canada	Reg 436646 Red 6-MAR-1979	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices and fruit juice beverages.
LAKWOOD	European Union	Reg 11185352 Reg 23-JAN-2013	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit and vegetable juices; non- alcoholic beverages.
LAKWOOD	Hong Kong	Reg 301057996 Reg 25-FEB-2008	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Beverages containing fruit juices and sea kelp.
LAKWOOD	Mongolia	Reg 16070 Reg 18-APR-2016	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Non-alcoholic fruit juice beverages; vegetable juices; fruit juice; beer; prepared beverage syrup; mineral water; non-alcoholic beverages; soft drinks; vegetable drinks.
LAKWOOD	Philippines	Reg 501990 Reg 30-JUN-2016	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices.
LAKWOOD	Panama	Reg 232346 Reg 30-MAY-2014	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; non-alcoholic beverages.
LAKWOOD	Venezuela	Reg P329346 Reg 12-JUL-2013	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices.