

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	6

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JAMBA JUICE FUNDING LLC		10/29/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JAMBA JUICE FRANCHISOR SPV LLC
Street Address:	5620 Glenridge Drive NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	5105544	ALOHA GREENS
Registration Number:	3243490	ALOHA PINEAPPLE
Registration Number:	4984132	AMAZING GREENS
Registration Number:	4955510	APPLE CHERRY CHILL
Registration Number:	2982186	BERRY FULFILLING
Registration Number:	4947505	BLEND IN THE GOOD
Registration Number:	4947506	BLEND IN THE GOOD
Registration Number:	4947509	BLEND IN THE GOOD
Registration Number:	5209793	BLEND IN THE GOOD
Registration Number:	4947507	BLEND IN THE GOOD
Registration Number:	4947510	BLEND IN THE GOOD
Registration Number:	4947508	BLEND IN THE GOOD
Registration Number:	2174345	CHOCOLATE MOO'D
Registration Number:	4791498	
Registration Number:	4279953	
Registration Number:	4279954	
Registration Number:	4023768	

CH \$1565.00 5105544

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3887377	
Registration Number:	3651041	
Registration Number:	3355997	
Registration Number:	3493485	GREEN CAFFEINE
Registration Number:	4965869	JAMBA
Registration Number:	3808348	JAMBA
Registration Number:	4451565	JAMBA
Registration Number:	3296446	JAMBA
Registration Number:	3367108	JAMBA
Registration Number:	4207398	JAMBA GO
Registration Number:	5233463	JAMBA JUICE
Registration Number:	3651040	JAMBA JUICE
Registration Number:	2874887	JAMBA JUICE
Registration Number:	2014541	JAMBA JUICE
Registration Number:	2879662	JAMBACARD
Registration Number:	4207397	JAMBAGO
Registration Number:	4969973	JAMBAWARD
Registration Number:	4812726	JAMBAWARD
Registration Number:	5252711	JUICE CLUB
Registration Number:	4630580	LIVE FRUITFULLY
Registration Number:	4913772	MANGO MAGNIFICO
Registration Number:	3323804	MANGO-A-GO-GO
Registration Number:	3134411	MATCHA GREEN TEA BLAST
Registration Number:	2906506	ORANGE DREAM MACHINE
Registration Number:	4889695	ORCHARD JAMBOREE
Registration Number:	2126829	PEACH PLEASURE
Registration Number:	2903333	PEANUT BUTTER MOO'D
Registration Number:	2945904	PROTEIN BOOST
Registration Number:	3388782	PUMPKIN SMASH
Registration Number:	5087083	REAL FOOD. GREAT TASTE. PURE & SIMPLE.
Registration Number:	4039849	SQUEEZE THE DAY
Registration Number:	3934727	SQUEEZE THE DAY
Registration Number:	2275124	STRAWBERRIES WILD
Registration Number:	4913771	STRAWBERRY SYMPHONY
Registration Number:	5055978	TEAMUP
Registration Number:	4889694	TROPICAL GETAWAY
Registration Number:	5038180	WATERMELON KIWI KOOLER
Registration Number:	2243494	CARIBBEAN PASSION

Property Type	Number	Word Mark
Registration Number:	2138335	CITRUS SQUEEZE
Registration Number:	2526399	JAMBA
Registration Number:	2097875	JAMBA JUICE
Registration Number:	2334084	RAZZMATAZZ
Registration Number:	2299491	THE COLDBUSTER
Registration Number:	2209377	
Serial Number:	87512859	TROPICAL GREENS

CORRESPONDENCE DATA

Fax Number:

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.

Email: aheffler@paulweiss.com, aspoto@paulweiss.com,
lfranco@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Andrew Heffler

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17514-050
NAME OF SUBMITTER:	Andrew Heffler
SIGNATURE:	/Andrew Heffler/
DATE SIGNED:	11/13/2018

Total Attachments: 10

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of October 29, 2018, by JAMBA JUICE FUNDING LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, GA 30342, (“Grantor”), in favor of JAMBA JUICE FRANCHISOR SPV LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, GA 30342 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Third Tier Jamba Juice Contribution Agreement between the Parties of even date herewith (the “Agreement”), Grantor has granted a security interest in Grantor’s right, title and interest in, to and under certain intellectual property defined in the Agreement as the Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

JAMBA JUICE FUNDING LLC

By: _____

Name: Michael J. Dixon

Title: Chief Financial Officer

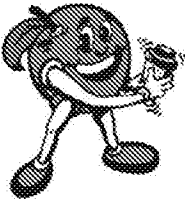



[Focus 2018-1 - Signature Page to Third-Tier Notice of Grant of Back-Up Security Interest in Trademarks]




**TRADEMARK
REEL: 006480 FRAME: 0460**










Schedule 1

Trademarks


Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
ALOHA GREENS ALOHA GREENS	86422027	13-OCT-2014	5105544	20-DEC-2016	Registered
ALOHA PINEAPPLE	78291319	22-AUG-2003	3243490	22-MAY-2007	Registered
AMAZING GREENS AMAZING GREENS	86422025	13-OCT-2014	4984132	21-JUN-2016	Registered
APPLE CHERRY CHILL APPLE CHERRY CHILL	86747673	04-SEP-2015	4955510	10-MAY-2016	Registered
BERRY FULFILLING BERRY FULFILLING	78357000	23-JAN-2004	2982186	02-AUG-2005	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520026	30-JAN-2015	4947505	26-APR-2016	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520027	30-JAN-2015	4947506	26-APR-2016	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520036	30-JAN-2015	4947509	26-APR-2016	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520025	30-JAN-2015	5209793	23-MAY-2017	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520032	30-JAN-2015	4947507	26-APR-2016	Registered


Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
BLEND IN THE GOOD BLEND IN THE GOOD	86520049	30-JAN-2015	4947510	26-APR-2016	Registered
BLEND IN THE GOOD BLEND IN THE GOOD	86520035	30-JAN-2015	4947508	26-APR-2016	Registered
CHOCOLATE MOOD	75189895	30-OCT-1996	2174345	21-JUL-1998	Registered
<i>Design Only</i> 	86238898	01-APR-2014	4791498	11-AUG-2015	Registered
<i>Design Only</i> 	85679035	17-JUL-2012	4279953	22-JAN-2013	Registered
<i>Design Only</i> 	85679039	17-JUL-2012	4279954	22-JAN-2013	Registered
<i>Design Only</i> 	85095806	29-JUL-2010	4023768	06-SEP-2011	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
<i>Design Only</i> 	77787923	23-JUL-2009	3887377	07-DEC-2010	Registered
<i>Design Only</i> 	77642745	02-JAN-2009	3651041	07-JUL-2009	Registered
<i>Design Only</i> 	77181012	15-MAY-2007	3355997	18-DEC-2007	Registered
GREEN CAFFEINE <hr/> GREEN CAFFEINE	77179166	11-MAY-2007	3493485	26-AUG-2008	Registered
JAMBA <hr/> JAMBA	86543255	23-FEB-2015	4965869	24-MAY-2016	Registered
JAMBA <hr/> JAMBA	77759966	15-JUN-2009	3808348	22-JUN-2010	Registered
JAMBA <hr/> JAMBA	77489642	03-JUN-2008	4451565	17-DEC-2013	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
JAMBA 	77044812	15-NOV-2006	3296446	25-SEP-2007	Registered
JAMBA 	78911608	19-JUN-2006	3367108	08-JAN-2008	Registered
JAMBA GO 	85364541	06-JUL-2011	4207398	11-SEP-2012	Registered
JAMBA JUICE 	86923106	29-FEB-2016	5233463	27-JUN-2017	Registered
JAMBA JUICE 	77642738	02-JAN-2009	3651040	07-JUL-2009	Registered
JAMBA JUICE 	78289478	19-AUG-2003	2874887	17-AUG-2004	Registered
JAMBA JUICE	74683110	01-JUN-1995	2014541	05-NOV-1996	Registered
JAMBACARD	78301748	17-SEP-2003	2879662	31-AUG-2004	Registered
JAMBAGO 	85364536	06-JUL-2011	4207397	11-SEP-2012	Registered
JAMBAWARD 	86543311	23-FEB-2015	4969973	31-MAY-2016	Registered
JAMBAWARD 	86537754	17-FEB-2015	4812726	15-SEP-2015	Registered
JUICE CLUB	87110855	20-JUL-2016	5252711	25-JUL-2017	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
JUICE CLUB					
LIVE FRUITFULLY LIVE FRUITFULLY	85679042	17-JUL-2012	4630580	04-NOV-2014	Registered
MANGO MAGNIFICO MANGO MAGNIFICO	86747671	04-SEP-2015	4913772	08-MAR-2016	Registered
MANGO-A-GO-GO MANGO-A-GO-GO	78291314	22-AUG-2003	3323804	30-OCT-2007	Registered
MATCHA GREEN TEA BLAST MATCHA GREEN TEA BLAST	78639216	27-MAY-2005	3134411	22-AUG-2006	Registered
ORANGE DREAM MACHINE	78291321	22-AUG-2003	2906506	30-NOV-2004	Registered
ORCHARD JAMBOREE ORCHARD JAMBOREE	86747681	04-SEP-2015	4889695	19-JAN-2016	Registered
PEACH PLEASURE	75148358	12-AUG-1996	2126829	06-JAN-1998	Registered
PEANUT BUTTER MOO'D	78291337	22-AUG-2003	2903333	16-NOV-2004	Registered
PROTEIN BOOST	78294947	02-SEP-2003	2945904	03-MAY-2005	Registered
PUMPKIN SMASH PUMPKIN SMASH	78328357	14-NOV-2003	3388782	26-FEB-2008	Registered
REAL FOOD. GREAT TASTE. PURE & SIMPLE. REAL FOOD. GREAT TASTE. PURE & SIMPLE.	86369824	18-AUG-2014	5087083	22-NOV-2016	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
SQUEEZE THE DAY SQUEEZE THE DAY	85221103	19-JAN-2011	4039849	11-OCT-2011	Registered
SQUEEZE THE DAY SQUEEZE THE DAY	77228377	12-JUL-2007	3934727	22-MAR-2011	Registered
STRAWBERRIES WILD STRAWBERRIES WILD	75148336	12-AUG-1996	2275124	07-SEP-1999	Registered
STRAWBERRY SYMPHONY STRAWBERRY SYMPHONY	86747666	04-SEP-2015	4913771	08-MAR-2016	Registered
TEAMUP 	86750564	08-SEP-2015	5055978	04-OCT-2016	Registered
TROPICAL GETAWAY TROPICAL GETAWAY	86747676	04-SEP-2015	4889694	19-JAN-2016	Registered
TROPICAL GREENS TROPICAL GREENS	87512859	30-JUN-2017	Not Available		Pending
WATERMELON KIWI KOOLER WATERMELON KIWI KOOLER	86801635	28-OCT-2015	5038180	06-SEP-2016	Registered
CARIBBEAN PASSION CARIBBEAN PASSION	75296604	22-MAY-1997	2243494	04-MAY-1999	Registered
CITRUS SQUEEZE CITRUS SQUEEZE	75148341	12-AUG-1996	2138335	24-FEB-1998	Registered
JAMBA JAMBA	75445205	05-MAR-1998	2526399	08-JAN-2002	Registered
JAMBA JUICE JAMBA JUICE	75211733	11-DEC-1996	2097875	16-SEP-1997	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
RAZZMATAZZ	75148339	12-AUG-1996	2334084	28-MAR-2000	Registered
THE COLDBUSTER	75461915	03-APR-1998	2299491	14-DEC-1999	Registered
<i>Design Only</i> 	74726552	08-SEP-1995	2209377	08-DEC-1998	Registered