

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRC Balance LLC		04/01/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	CCP WOK III, LLC, as Administrative Agent		
Street Address:	375 Park Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4578821	KALE-AID	
Registration Number:	4497563	JUBY TRUE	
Registration Number:	4052881	TRUE FOOD KITCHEN	
Registration Number:	4049211	TRUE FOOD KITCHEN	
Registration Number:	3688743	TRUE FOOD KITCHEN	
Registration Number:	3620741	TRUE FOOD	
Registration Number:	5679993	BE TRUE	
Registration Number:	5680624	BE TRUE TO YOURSELF	
Registration Number:	5899996	JUBY	
Registration Number:	5963361	JUBY TRUBIE	
Registration Number:	5908272	JUBY TRUE	
Registration Number:	5680625	TRUE	
Registration Number:	5910382	TRUE FOOD KITCHEN	
Registration Number:	5975896	TRUE INSIDER	
Registration Number:	5910530	TRUE TO GO	
Serial Number:	88464721	TRUE	
Serial Number:	88464797	HANGOVER RX	
Serial Number:	88464770	MEDICINE MAN	
TRADEMARK			

CH \$490.00 4578821

Property Type	Number	Word Mark
Serial Number:	88336524	TRUE BAR

CORRESPONDENCE DATA

Fax Number: 2147467777

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: 2147467700

Email: juan.arias@weil.com

Correspondent Name: Libby Vinson

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER:	Libby Vinson - 77264.0003
NAME OF SUBMITTER:	Libby Vinson
SIGNATURE:	/Libby Vinson/
DATE SIGNED:	04/01/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 1, 2020, is made by FRC Balance LLC, an Arizona limited liability company (the "Grantor").

WHEREAS, the Grantor and CCP WOK III, LLC, as Administrative Agent (in such capacity, the "Administrative Agent") are parties to that certain Second Lien Security Agreement by and among FRC BALANCE LLC, an Arizona limited liability company ("Borrower"), the Administrative Agent and the other persons party thereto from time to time (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Security Agreement").

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment, performance and observance, as applicable, in full of the Secured Obligations, the Grantor did, and hereby does, pledge and grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a Lien on and security interest in all right, title and interest in or to any and all of the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Grantor, including, to the extent so constituting Collateral, those listed on Schedule A attached 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, without limitation, 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.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each of the parties hereto hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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.

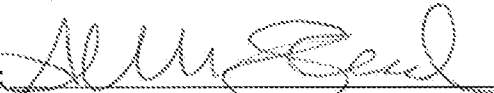
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the 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.

GRANTOR:

FRC BALANCE LLC, an Arizona limited liability company

By: 

Name: Allison Schülter

Title: Chief Financial Officer, Treasurer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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ACKNOWLEDGED AND AGREED

as of the date first above written:

CCP WOK III, LLC

as Administrative Agent

By: *Gary Freilich*

Name: Gary Freilich

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations

Owner	Trademark	Application No. Filing Date	Registration No. Registration Date
FRC Balance LLC	KALE-AID	86026380 8/1/2013	4578821 8/5/2014
FRC Balance LLC		86026284 8/1/2013	4497563 3/18/2014
FRC Balance LLC	TRUE FOOD KITCHEN	85291955 4/11/2011	4052881 11/8/2011
FRC Balance LLC	TRUE FOOD KITCHEN	85290527 4/8/2011	4049211 11/1/2011
FRC Balance LLC		77679039 2/26/2009	3688743 9/29/2009
FRC Balance LLC	TRUE FOOD	77501250 6/17/2008	3620741 5/12/2009
FRC Balance LLC		88020977 6/29/2018	5679993 2/19/2019
FRC Balance LLC	BE TRUE TO YOURSELF	88039105 7/16/2018	5680624 2/19/2019
FRC Balance LLC	JUBY	87442558 5/9/2017	5899996 11/5/2019
FRC Balance LLC	JUBY TRUBIE	88408064 4/29/2019	5963361 1/14/2020
FRC Balance LLC	JUBY TRUE	88450891 5/29/2019	5908272 11/12/2019
FRC Balance LLC	TRUE	88039241 7/16/2018	5680625 2/19/2019
FRC Balance LLC	TRUE FOOD KITCHEN	88294437 2/8/2019	5910382 11/12/2019
FRC Balance LLC	TRUE INSIDER	88506350 7/9/2019	5975896 2/4/2020
FRC Balance LLC	TRUE TO GO	88336332 3/12/2019	5910530 11/12/2019

Trademark Applications

Owner	Trademark	Application No.	Filing Date
FRC Balance LLC	TRUE	88464721	6/7/2019

FRC Balance LLC	HANGOVER RX	88464797	6/7/2019
FRC Balance LLC	MEDICINE MAN	88464770	6/7/2019
FRC Balance LLC	TRUE BAR	88336524	3/12/2019