

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
In Zone Holdings, Inc.	FORMERLY In Zone, Inc.	05/25/2012	CORPORATION: GEORGIA
In Zone Brands, Inc.		05/25/2012	CORPORATION: GEORGIA
bubba brands, inc.		05/25/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	3475 Piedmont Road NE
Internal Address:	18th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4052403	TUMMY TICKLER TOTS
Registration Number:	4052402	TUMMY TICKLER
Registration Number:	4052401	BELLY WASHERS
Registration Number:	4048640	IN · ZONE BRANDS
Registration Number:	3970004	IN-ZONE BRANDS
Registration Number:	3959603	WE BOTTLE HEALTHY FUN!
Registration Number:	3209625	THERE'S BIG AND THEN THERE'S BUBBA
Registration Number:	2975625	
Registration Number:	2881473	BELLYWASHERS 100% VITAMIN C DRINK TRICKY TREAT
Registration Number:	2823383	BELLY WASHERS
Registration Number:	2885114	BUBBA KEG
Registration Number:	3831807	TREAT YOUR THIRST!

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Registration Number:	3831805	100% HEALTHY. 100% FUN!
Registration Number:	3831803	WE BOTTLE FUN!
Registration Number:	3717477	
Registration Number:	3567597	BELLYWASHERS
Registration Number:	2643602	TUMMYTICKLER
Registration Number:	2726187	IN ZONE
Registration Number:	2720234	IN ZONE
Registration Number:	4116378	THERMAL HYDRATION EXPERTS
Registration Number:	4032758	ENVY
Registration Number:	4005384	B
Registration Number:	3993099	BUBBA.
Registration Number:	3839426	BUBBA
Serial Number:	85472063	EDGE
Serial Number:	85389807	RAPTOR
Serial Number:	85195824	HERO

CORRESPONDENCE DATA

Fax Number: 4045228409
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-420-4336
Email: lrb@phrd.com
Correspondent Name: Lauren R. Brown
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	5285.2
NAME OF SUBMITTER:	Lauren R. Brown
Signature:	/lrb/
Date:	06/01/2012

Total Attachments: 7

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TRADEMARK

REEL: 004793 FRAME: 0191

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 25, 2012, is made by **IN ZONE HOLDINGS, INC.**, a Georgia corporation (formerly known as In Zone, Inc., a Georgia corporation), **IN ZONE BRANDS, INC.**, a Georgia corporation, **BUBBA BRANDS, INC.**, a Georgia corporation (each a "Grantor" and collectively, the "Grantors"), each having an address at 2251 Corporate Plaza Parkway, Suite 200, Smyrna, Georgia 30080, in favor of **JPMORGAN CHASE BANK, N.A.**, a national banking association, with an office at 3475 Piedmont Road NE, 18th Floor, Atlanta, Georgia 30305 (together with its successors and assigns, "Lender").

WHEREAS, pursuant to that certain Credit Agreement dated May 25, 2012 (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Grantors and Lender, Lender has agreed to make certain financial accommodations to Grantors subject to the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated May 25, 2012 (as at any time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Grantors and Lender, each Grantor has agreed to, among other things, grant to Lender a continuing security interest in all of such Grantor's intellectual property, including, without limitation, all of such Grantor's trademarks and related rights, to secure all obligations and liabilities owing from time to time from any Grantor to Lender under the Credit Agreement, the Security Agreement, or otherwise; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make extensions of credit to the Grantors pursuant to the Credit Agreement, each Grantor agrees, for the benefit of Lender, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Security Agreement.

2. Notice of Grant of Security Interest. Pursuant to the Security Agreement, each Grantor assigns and grants to Lender, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Trademarks, including, without limitation, all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing listed on Schedule A hereto.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks granted hereby are more

fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
Signatures appear on following page.]

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

IN ZONE HOLDINGS, INC. (f/k/a In Zone, Inc.)

By: *Jeffrey D. Armstrong*
Jeffrey D. Armstrong, Chief Financial Officer,
Secretary and Treasurer

IN ZONE BRANDS, INC.

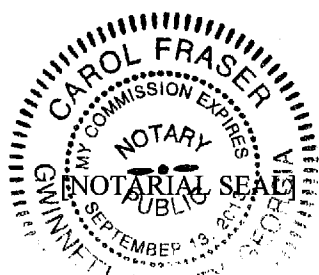
By: *Jeffrey D. Armstrong*
Jeffrey D. Armstrong, Chief Financial Officer,
Secretary and Treasurer

BUBBA BRANDS, INC.

By: *Jeffrey D. Armstrong*
Jeffrey D. Armstrong, Chief Financial Officer,
Secretary and Treasurer

STATE OF Georgia)
) ss
COUNTY OF Gwinnett)

On May 23, 2012, before me personally came Jeffrey D. Armstrong, who is personally known to me to be the Chief Financial Officer, Secretary and Treasurer of each of In Zone Holdings, Inc., a Georgia corporation (formerly known as In Zone, Inc., a Georgia corporation), In Zone Brands, Inc., a Georgia corporation, and bubba brands, inc., a Georgia corporation, or who produced _____ as identification; who, being duly sworn, did depose and say that he is the Chief Financial Officer, Secretary and Treasurer of each such corporation, the corporations described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority duly given by each such corporation; and that he acknowledged said instrument to be the free act and deed of each such corporation.



Carol Fraser
Notary Public

My commission expires: 9/13/13

Notice of Grant of Security Interest in Trademark Rights (In Zone)

JPMORGAN CHASE BANK, N.A., as Lender

By: Kevin Harrison
Kevin Harrison, Senior Vice President

STATE OF Georgia)
) ss
COUNTY OF Fulton)

On May 24, 2012, before me personally came Kevin Harrison, who is personally known to me to be a Senior Vice President of JPMORGAN CHASE BANK, N.A., a national banking association, or who produced _____ as identification; who, being duly sworn, did depose and say that he is a Senior Vice President of such national association, the association described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by such national association; and that s/he acknowledged said instrument to be the free act and deed of said national association.

Nancy Wade Essex
Notary Public

My commission expires January 11, 2014




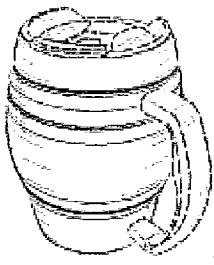
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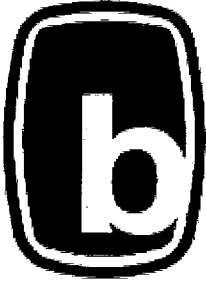



Schedule A

Trademarks:

<u>Trademark</u>	<u>Number</u>	<u>Filed Date</u>	<u>Owner</u>
Tummy Tickler Tots 	4,052,403	11/08/2011	In Zone Brands, Inc.
Tummy Tickler 	4,052,402	11/08/2011	In Zone Brands, Inc.
Belly Washers 	4,052,401	11/08/2011	In Zone Brands, Inc.
In-Zone Brands 	4,048,640	11/01/2011	In Zone Brands, Inc.
In-Zone Brands	3,970,004	05/31/2011	In Zone Brands, Inc.
We Bottle Healthy Fun!	3,959,603	05/10/2011	In Zone Brands, Inc.
There's Big and Then There's Bubba	3,209,625	02/13/2007	bubba brands, inc.

<u>Trademark</u>	<u>Number</u>	<u>Filed Date</u>	<u>Owner</u>
 Design only	2,975,625	07/26/2005	In Zone Brands, Inc.
 Belly Washers 100% Vitamin C Drink	2,881,473	09/07/2004	In Zone Brands, Inc.
Belly Washers 	2,823,383	03/16/2004	In Zone Brands, Inc.
Bubba Keg	2,885,114	09/14/2004	Bubba Brands, Inc.
Treat Your Thirst!	3,831,807	08/10/2010	In Zone Brands, Inc.
100% Healthy. 100% Fun!	3,831,805	08/10/2010	In Zone Brands, Inc.
We Bottle Fun!	3,831,803	08/10/2010	In Zone Brands, Inc.
 Design only	3,717,477	12/01/2009	bubba brands, inc.
Bellywashers	3,567,597	01/27/2009	In Zone Brands, Inc.
Tummy Tickler	2,643,602	10/29/2002	In Zone Brands, Inc.

<u>Trademark</u>	<u>Number</u>	<u>Filed Date</u>	<u>Owner</u>
 <p>In Zone</p>	2,726,187	06/17/2003	In Zone Holdings, Inc.
In Zone	2,720,234	06/03/2003	In Zone Holdings, Inc.
Thermal Hydration Experts	4,116,378	03/20/2012	bubba brands, inc.
Envy	4,032,758	09/27/2011	bubba brands, inc.
 <p>B</p>	4,005,384	08/02/2011	bubba brands, inc.
 <p>Bubba</p>	3,993,099	07/12/2011	bubba brands, inc.
Bubba	3,839,426	08/24/2010	bubba brands, inc.

Trademark Applications:

<u>Trademark</u>	<u>Serial Number</u>	<u>Filed Date</u>	<u>Owner</u>
Edge	85/472,063	11/14/2011	bubba brands, inc.
Raptor	85/389,807	08/04/2011	bubba brands, inc.
Hero	85/195,824	12/11/2010	bubba brands, inc.