

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
JM Investment Group Inc.		07/27/2010	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	1735 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2395596	MR. SMOOTHIE

CORRESPONDENCE DATA

Fax Number: (410)659-4498
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 410-659-4491
 Email: jarmstrong@mcguirewoods.com
 Correspondent Name: John C. Armstrong, McGuireWoods, LLP
 Address Line 1: 7 Saint Paul Street
 Address Line 2: Suite 1000
 Address Line 4: Baltimore, MARYLAND 21202-1626

NAME OF SUBMITTER:	John C. Armstrong
Signature:	/jca/
Date:	08/02/2010

Total Attachments: 1

900168389

**TRADEMARK
 REEL: 004252 FRAME: 0413**

OP \$40.00 2395596

Exhibit B

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made this ___ day of July, 2010, by and between JM Investment Group Inc., d/b/a Mr. Smoothie ("JM Investment"), a Maryland corporation having its principal office at 9710 Traville Gateway Dr. #354 Rockville, MD 20850 ("Grantor"), and Citizens Bank of Pennsylvania, a Pennsylvania corporation with its principal place of business at 1735 Market Street, Philadelphia, PA 19103 ("Grantee").

WHEREAS, Grantor is the owner of the U.S. Trademark "Mr. Smoothie," Registration Number 2395596, Serial Number 75801006, Registered on October 17, 2000 (the "Mark");

WHEREAS, Grantee has extended credit to Grantor pursuant to the terms and conditions of that certain Note dated November 3, 1999, as modified on May 5, 2006, and as modified by a certain Agreement on even date herewith, (collectively, the "Note") made by Grantor in favor of Grantee;

WHEREAS, Grantor has granted to Grantee a security interest in certain of its assets (including the Mark and the goodwill associated therewith) to secure the performance of the obligations of Grantor under the Note; and

WHEREAS, Grantor and Grantee by this instrument seek to confirm and make a record of the grant of a security interest in the Mark and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to Grantee a security interest in all of Grantor's right, title and interest in, to, and under the Mark and the goodwill associated therewith. Grantor also acknowledges that Grantee will causes this TRADEMARK SECURITY AGREEMENT to be uploaded to the United States Patent and Trademark Office's ETAS System and record an appropriate financing statement with the appropriate offices to ensure perfection of the security interest granted in this TRADEMARK SECURITY AGREEMENT.

Citizens Bank of Pennsylvania

(Signature)

(Printed Name)

(Title)

JM Investment Group, Inc.

(Signature)

(Printed Name)

(Title)