

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.202/04/2015
900314684

ETAS ID: TM331034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B&W Quality Growers, LLC	FORMERLY B & W Quality Growers, Inc.	01/23/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	4890 W. Kennedy Blvd., Suite 820		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	CORPORATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4266962	B & W GOURMET FARMS	
Registration Number:	2019435	B&W	
Registration Number:	4175668	IT'S ALL ABOUT THE FLAVOR	
Registration Number:	2148358	SILVER STAR WATERCRESS	
Registration Number:	4175385	THE SUPER LEAF WATERCRESS RICH IN VITAMI	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<i>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.</i>			
Phone:	8132213900		
Email:	christina.allen@hwhlaw.com		
Correspondent Name:	Rachel M. Feinman, Esq.		
Address Line 1:	101 E. Kennedy Blvd., Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Rachel M. Feinman		
SIGNATURE:	/Rachel M. Feinman/		
DATE SIGNED:	02/04/2015		
Total Attachments: 4			
source=Trademark Security Agreement (EXECUTED)#page1.tif			

OP \$140.00 4266962

source=Trademark Security Agreement (EXECUTED)#page2.tif
source=Trademark Security Agreement (EXECUTED)#page3.tif
source=Trademark Security Agreement (EXECUTED)#page4.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of January 23, 2015, is made by each of the signatories hereto (the "Grantors") in favor of CADENCE BANK, N.A., having its principal place of business at Two Urban Centre, 4890 W. Kennedy Boulevard, Suite 820, Tampa, Florida 33609, as Agent (together with any successor thereto, the "Agent"), under the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TENDER GREENS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), B&W QUALITY GROWERS, LLC, a Florida limited liability company ("B&W" and together with Holdings, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto and the Agent, as Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to, and the Issuing Lenders have agreed to issue letters of credit for the account of, the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors and the other grantors thereunder have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Agent a security interest in, inter alia, certain Intellectual Property, including those Trademarks set forth on Exhibit A that constitute Collateral; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the Grantors agrees, for the benefit of the Agent, 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 provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. Each of the Grantors hereby grants a continuing security interest in, all of such Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) (collectively, the "Trademark Collateral"), to the Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Agent 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 the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set

forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

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

GRANTORS:

TENDER GREENS HOLDINGS, LLC

By: 
Name: Derek A. McDowell
Title: President

B&W QUALITY GROWERS, LLC

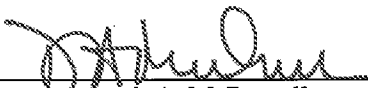

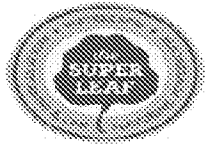
By: 
Name: Derek A. McDowell
Title: President

Exhibit A

TRADEMARK

REGISTRATIONS AND APPLICATIONS

Grantor	Mark / Application	Application Number (Application Date)	Registration Number (Registration Date)	Owner	Filing Location
B&W Quality Growers, LLC	B & W GOURMET FARMS and Design 	85-489154 (December 7, 2011)	4,266,962 (January 1, 2013)	B&W Quality Growers, Inc. Fellsmere, Florida	USA
B&W Quality Growers, LLC	B&W and Design 	75-073988 (March 18, 1996)	2,019,435 (November 26, 1996)	B&W Quality Growers, Inc. Fellsmere, Florida	USA
B&W Quality Growers, LLC	IT'S ALL ABOUT THE FLAVOR	85-492810 (December 12, 2011)	4,175,668 (July 17, 2012)	B&W Quality Growers, Inc. Fellsmere, Florida	USA
B&W Quality Growers, LLC		75-192143 (November 4, 1996)	2,148,358 (March 31, 1998)	B&W Quality Growers, Inc. Fellsmere, Florida	USA
B&W Quality Growers, LLC	THE SUPER LEAF WATERCRESS RICH IN VITAMINS A, C & K FLAVORFUL POWERHOUSE and Design 	85-478573 (November 22, 2011)	4,175,385 (July 17, 2012)	B&W Quality Growers, Inc. Fellsmere, Florida	USA
B&W Quality Growers, LLC	B&W GOURMET FARMS and Design 	1580482 (June 4, 2012)	TMA851657 (May 27, 2013)	B&W Quality Growers, Inc. Fellsmere, Florida	Canada