

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
In Zone Holdings, Inc.		04/02/2015	CORPORATION: GEORGIA
In Zone Brands, Inc.		04/02/2015	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:	30305		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4516503	GOOD2GROW	
Serial Number:	85878780	GOOD2GROW	
Serial Number:	86376444	GOOD2GROW JUICY WATERS	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	5285-2		
NAME OF SUBMITTER:	Bobbi Accord		
SIGNATURE:	/ban/		
DATE SIGNED:	04/15/2015		

CH \$90.00 4516503

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of April 2, 2015, is made by **IN ZONE HOLDINGS, INC.**, a Georgia corporation (formerly known as In Zone, Inc., a Georgia corporation), and **IN ZONE BRANDS, INC.**, a Georgia corporation (each a "Grantor" and collectively, the "Grantors"), each having an address at 2859 Paces Ferry Road, Atlanta, Georgia 30339, 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 Amended and Restated Credit Agreement dated April 2, 2015 (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 Amended and Restated Pledge and Security Agreement dated April 2, 2015 (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 (other than any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office (but only until such filing and acceptance) , 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. Each 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.

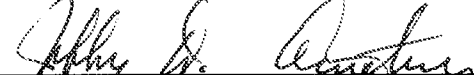
[Remainder of page intentionally left blank;
Signatures appear on following page.]

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.)

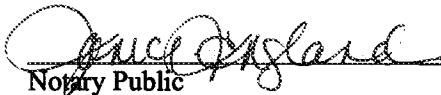
By: 
Jeffrey D. Armstrong, Chief Financial Officer,
Secretary and Treasurer

IN ZONE BRANDS, INC.

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

STATE OF Georgia)
COUNTY OF Paulding) ss

On April 1, 2015, 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), and In Zone Brands, Inc., a Georgia corporation, or who produced Jeffrey D. Armstrong 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.


Notary Public

My Commission Expires
July 31, 2015

My commission expires: _____

[NOTARIAL SEAL]

JPMORGAN CHASE BANK, N.A., as Lender

By: Rashmi Bhatt
Rashmi Bhatt, Authorized Signatory

STATE OF Georgia)
) ss
COUNTY OF Fulton)

On March 31, 2015, before me personally came Rashmi Bhatt, who is personally known to me to be an Authorized Signatory of JPMORGAN CHASE BANK, N.A., a national banking association, or who produced Driver's License as identification; who, being duly sworn, did depose and say that he is an Authorized Officer 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.

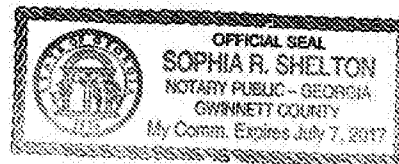
Sophia R. Shelton

Notary Public

My commission expires:

7/7/2017

[NOTARIAL SEAL]



Schedule A

Trademarks:

<u>Trademark</u>	<u>Number</u>	<u>Filed Date</u>	<u>Owner</u>
GOOD2GROW	4,516,503	03/18/2013	In Zone Brands, Inc.

Trademark Applications:

<u>Trademark</u>	<u>Serial Number</u>	<u>Filed Date</u>	<u>Owner</u>
GOOD2GROW	85/878,780	03/18/2013	In Zone Brands, Inc.
GOOD2GROW JUICY WATERS	86/376,444	08/25/2014	In Zone Brands, Inc.