

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wise Company, Inc.		06/30/2016	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Agent		
Street Address:	6 East 43rd Street		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4691261	BE WISE. BE READY.	
Registration Number:	4691260	WISE COMPANY	
Registration Number:	4687567	WISE COMPANY QUALITY PREPARED FOODS W TR	
Registration Number:	4141506	· TRADE W MARK · WISE COMPANY QUALITY PR	
Registration Number:	4933655	SIMPLE KITCHEN	
Registration Number:	4933651	SIMPLE KITCHEN MEALS	
CORRESPONDENCE DATA			
Fax Number:	6174821776		
<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:	6174821776		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/s/ Stacey A. Mordas		
DATE SIGNED:	07/05/2016		

OP \$165.00 4691261

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of June 30, 2016, is made by Wise Company, Inc., a Utah corporation (“Grantor”), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among WCI MergerSub Inc., a Delaware corporation (“WCI MergerSub”), Wise Holding Corporation, a Delaware corporation (“Wise”, with WCI MergerSub prior to the consummation of the merger, and Wise, after the consummation of the merger, referred to herein as “Borrower”), Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit to Borrower under the Credit Agreement;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals relating to the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law; provided further, that “Trademark Collateral” shall include any Proceeds of any such “intent to use” trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by Agent and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[signature pages follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

WISE COMPANY, INC.

By: 
Name: Scott Whiting
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent


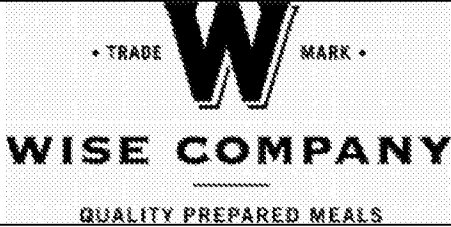
By: 

Name: Timothy Wong

Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date
Wise Company, Inc.	Be Wise. Be Ready.	4691261	2/24/2015
Wise Company, Inc.	Wise Company	4691260	2/24/2015
Wise Company, Inc.		4687567	2/17/2015
Wise Company, Inc.		4141506	5/15/2012
Wise Company, Inc.	Simple Kitchen	4933655	4/5/2016
Wise Company, Inc.	Simple Kitchen Meals	4933651	4/5/2016