

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400645

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment and Assignment of Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Canada Finance Holding Company		09/21/2016	Corporation:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	1525 West W.T. Harris Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	4417350	APPLE & EVE
Registration Number:	4359126	NORTHLAND NATURALLY SMART
Registration Number:	4377321	WATER FRUITS
Registration Number:	4158548	NORTHLAND CRANBERRY CARE UT
Registration Number:	4139890	CRANBERRY CARE
Registration Number:	4158547	CRANBERRY CARE UT
Registration Number:	3955051	FRUITABLES
Registration Number:	4544895	APPLE & EVE ORGANIC QUENCHERS
Registration Number:	3451274	DRINK TO PINK
Registration Number:	3751354	DARINGLY DARK. RICHLY NUTRITIOUS.
Registration Number:	4032278	SEEDING THE ARTS
Registration Number:	3945797	SEEDING THE ARTS
Registration Number:	3945796	FRUITABLES SEEDING THE ARTS
Registration Number:	4032277	FRUITABLES SEEDING THE ARTS
Registration Number:	3874476	DARK NATURALS
Registration Number:	3782589	NECTAR-C
Registration Number:	4043663	NORTHLAND THE POWER OF DARK FRUIT
Registration Number:	3880291	APPLE & EVE FRUITABLES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3459004	FIZZ ED
Registration Number:	2750120	BE PURE. BE FRUITFUL.
Registration Number:	2667017	CRANBERRY JUICE & MORE
Registration Number:	2265146	NOTHIN' BUT JUICE
Registration Number:	2216485	NORTHLAND CRANBERRIES
Registration Number:	1986535	ORIGINAL TREE SWEET
Registration Number:	1949332	NORTHLAND
Registration Number:	1972041	NATURALLY CRANBERRY
Registration Number:	1803370	APPLE & EVE
Registration Number:	1966800	MADE IN THE SHADE
Registration Number:	1925743	NORTHLAND CRANBERRIES, INC.
Registration Number:	1406048	THE JUICE, THE WHOLE JUICE AND NOTHING B
Registration Number:	0656892	TREESWEET
Registration Number:	0354723	TREESWEET

CORRESPONDENCE DATA

Fax Number: 2149695100

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.

Phone: 2149694804

Email: aaaugustine@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 2727 North Harwood Street

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 230397-615868

NAME OF SUBMITTER: Michael Kobb

SIGNATURE: /Michael Kobb/

DATE SIGNED: 10/03/2016

Total Attachments: 11

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Amendment and Assignment of Trademark Security Agreement

This Amendment and Assignment of Trademark Security Agreement dated as of September 21, 2016 (this "Amendment"), is made by and among GE Canada Finance Holding Company, as the resigning administrative agent and collateral agent for the Secured Parties (in such capacity, "Existing Agent"), Wells Fargo Bank, National Association as the successor collateral agent (in such capacity, "Successor Agent") and Apple & Eve, LLC ("Pledgor").

WITNESSETH:

WHEREAS, the Pledgor is party to a LuxCo Security Agreement, dated as of August 12, 2011 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time the "LuxCo Security Agreement") in favor of Existing Agent, as collateral agent;

WHEREAS, pursuant to the LuxCo Security Agreement the Pledgor executed that certain Trademark Security Agreement dated as of July 25, 2014 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), in favor of Existing Agent, as collateral agent under that certain Term Loan Agreement, dated as of August 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), which Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 29, 2014 at Reel 005332, Frame 0089;

WHEREAS, pursuant to the Trademark Security Agreement, the Pledgor granted to Existing Agent, as collateral agent, for the benefit of the Secured Parties, a lien on and security interest in and to, among other things, all of Pledgor's rights, title and interest in and to the Trademark Collateral, including the registered trademarks and trademark applications listed on Schedule 1 hereto;

WHEREAS, pursuant to (a) that certain Amended and Restated LuxCo Loan Agreement, dated as of September 21, 2016 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Amended and Restated LuxCo Loan Agreement") and (b) that certain Amended and Restated LuxCo Security Agreement, dated as of September 21, 2016 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Amended and Restated LuxCo Security Agreement"), by and among the Pledgor, the Successor Agent and the other parties thereto, the Successor Agent has been appointed as the new administrative agent and collateral agent to Existing Agent;

WHEREAS, pursuant to the Amended and Restated LuxCo Security Agreement, the Successor Agent has been assigned all of its interests in, to and under the Trademark Security Agreement, and all obligations of Existing Agent thereunder;

WHEREAS, Existing Agent has agreed to assign its rights, title and interest in and to the Trademark Security Agreement to Successor Agent, and Successor Agent has agreed to accept such assignment from Existing Agent ("Agency Transfer"); and

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Security Agreement in certain respects to reflect the Agency Transfer and (ii) evidencing the Agency Transfer in any filing office at which the Trademark Security Agreement was filed.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor, Existing Agent and Successor Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Amended and Restated LuxCo Security Agreement and used herein have the meaning given to them in the Amended and Restated LuxCo Security Agreement.

SECTION 2. Amendment of the Trademark Security Agreement. The Trademark Security Agreement is hereby amended such that the Successor Agent shall replace the Existing Agent as Collateral Agent under the Trademark Security Agreement. All references to "Collateral Agent" in the Trademark Security Agreement shall hereafter refer to Wells Fargo Bank, National Association in such capacity.

SECTION 3. Resignation and Assignment. The Existing Agent does hereby assign and transfer all of its interests in, to and under the Trademark Security Agreement, and all obligations of Existing Agent thereunder, to the Successor Agent. The Successor Agent hereby accepts such assignment and assumes all obligations of Existing Agent under the Trademark Security Agreement. The Existing Agent does hereby cease to be the Collateral Agent under the Trademark Security Agreement, shall be deemed to have resigned in such capacity and shall have no further duties or obligations thereunder in any capacity. The execution and delivery of this Amendment shall not in any way affect or modify the liability or obligations of the Pledgor under the Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations and liabilities of the Pledgor under the Trademark Security Agreement shall be and remain enforceable by the Successor Agent, or by its successors and assigns, against the Pledgor.

SECTION 4. Security Agreement. The lien and security interest transferred pursuant to this Amendment is transferred in conjunction with the Amended and Restated LuxCo Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Successor Agent with respect to the lien on and security interest in the Trademark Collateral transferred hereby are more fully set forth in the Amended and Restated LuxCo Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Amendment is deemed to be inconsistent with or in conflict with the Amended and Restated LuxCo Security Agreement, the provisions of the Amended and Restated LuxCo Security Agreement shall control unless the Successor Agent shall otherwise determine.

SECTION 5. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the LuxCo Security Agreement, upon written

request of Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Recordation. Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Amendment.

SECTION 7. Severability. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 8. Section Titles. Section and subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

SECTION 9. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 10. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 11. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 12. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AMENDMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 13. Subordination Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AMENDMENT AND THE EXERCISE


OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY HEREUNDER (INCLUDING UNDER ARTICLE IX HEREOF) ARE SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Pledgor has caused this Amendment and Assignment of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

APPLE & EVE, LLC

By: Lassonde Pappas and Company, Inc., its Sole Member

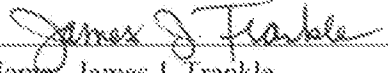
By:  _____

Name: Guy Blanchette

Title: Executive Vice President and Chief Financial Officer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Successor Agent

By: 
Name: James J. Trankle
Title: Senior Vice President

[Signature Page to Amendment and Assignment of
Trademark Security Agreement (Apple & Eve --LuxCo)]

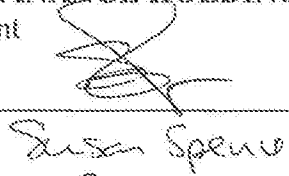
TRADEMARK
REEL: 005889 FRAME: 0746

Accepted and Agreed:

GE CANADA FINANCE-HOLDING COMPANY,
as Existing Agent

By: _____

Name:


Susan Spence

Title:

VP


[Signature Page to Amendment and Assignment of
Trademark Security Agreement (Apple & Eve -- LuxCo)]


TRADEMARK
REEL: 005889 FRAME: 0747

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**


U.S. Trademark Registrations:


Mark	Reg. No.	Reg. Date	Owner
APPLE & EVE	4417350	10/15/2013	Apple & Eve, LLC
NORTHLAND NATURALLY SMART	4359126	6/25/2013	Apple & Eve, LLC
WATER FRUITS	4377321	7/30/2013	Apple & Eve, LLC
NORTHLAND CRANBERRY CARE UT	4158548	6/12/2012	Apple & Eve, LLC
CRANBERRY CARE	4139890	5/8/2012	Apple & Eve, LLC
CRANBERRY CARE UT	4158547	6/12/2012	Apple & Eve, LLC
FRUITABLES	3955051	5/3/2011	Apple & Eve, LLC
APPLE & EVE ORGANIC QUENCHERS	4544895	6/3/2014	Apple & Eve, LLC
DRINK TO PINK	3451274	6/17/2008	Apple & Eve, LLC
DARINGLY DARK. RICHLY NUTRITIOUS.	3751354	2/23/2010	Apple & Eve, LLC
SEEDING THE ARTS	4032278	9/27/2011	Apple & Eve, LLC
SEEDING THE ARTS	3945797	4/12/2011	Apple & Eve, LLC

Mark	Reg. No.	Reg. Date	Owner
FRUITABLES SEEDING THE ARTS	3945796	4/12/2011	Apple & Eve, LLC
FRUITABLES SEEDING THE ARTS	4032277	9/27/2011	Apple & Eve, LLC
DARK NATURALS	3874476	11/9/2010	Apple & Eve, LLC
NECTAR-C	3782589	4/27/2010	Apple & Eve, LLC
NORTHLAND THE POWER OF DARK FRUIT	4043663	10/25/2011	Apple & Eve, LLC
APPLE & EVE FRUITABLES	3880291	11/23/2010	Apple & Eve, LLC
FIZZ ED	3459004	7/1/2008	Apple & Eve, LLC
BE PURE. BE FRUITFUL	2750120	8/12/2003	Apple & Eve, LLC
CRANBERRY JUICE & MORE	2667017	12/24/2002	Apple & Eve, LLC
NOTHIN' BUT JUICE	2265146	7/27/1999	Apple & Eve, LLC
NORTHLAND CRANBERRIES	2216485	1/5/1999	Apple & Eve, LLC
	1986535	7/16/1996	Apple & Eve, LLC
NORTHLAND	1949332	1/16/1996	Apple & Eve, LLC
NATURALLY CRANBERRY	1972041	5/7/1996	Apple & Eve, LLC

Mark	Reg. No.	Reg. Date	Owner
	1803370	11/9/1993	Apple & Eve, LLC
MADE IN THE SHADE	1966800	4/9/1996	Apple & Eve, LLC
	1925743	10/10/1995	Apple & Eve, LLC
THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE	1406048	8/19/1986	Apple & Eve, LLC
TREESWEET	0656892	1/7/1958	Apple & Eve, LLC
TREESWEET	0354723	2/22/1938	Apple & Eve, LLC

Canadian Trademark Registrations:

Mark	Country	Reg. No.	Reg. Date	Owner
NORTHLAND	Canada	TMA533057	9/20/2000	Apple & Eve, LLC
THE JUICE, THE WHOLE JUICE AND NOTHING BUT THE JUICE	Canada	TMA408409	2/19/1993	Apple & Eve, LLC
	Canada	TMA243881	4/25/1980	Apple & Eve, LLC
TREESWEET	Canada	TMA233729	6/15/1979	Apple & Eve, LLC

Mark	Country	Reg. No.	Reg. Date	Owner
FRUITABLES	Canada	TMA894341	1/19/2015	Apple & Eve, LLC
	Canada	TMA475547	4/30/1997	Apple & Eve, LLC
APPLE & EVE	Canada	TMA411183	4/16/1993	Apple & Eve, LLC
TreeSweet	Canada	TMA191494	6/1/1973	Apple & Eve, LLC