

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELJAY INVESTMENTS LLC		11/20/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 North First Street, 6th Floor		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	CA BANKING CORP.: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4183245	THE BATH IS BACK	
Registration Number:	4086997	MINERA	
Registration Number:	4958234	JUST ADD SALT	
Registration Number:	4141844	EPSOAK	
Registration Number:	4425073	SAN FRANCISCO SALT COMPANY	
Registration Number:	4425074	SAN FRANCISCO SALT COMPANY BATH CHEF	
Registration Number:	3425926	RELAXING THE WORLD ONE BATH AT A TIME	
Registration Number:	3922466	SAN FRANCISCO SALT COMPANY	
Registration Number:	4186900	SHERPA PINK	
Registration Number:	4988825	SAN FRANCISCO SALT CO. PURVEYORS OF PREM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark@buchalter.com		
Correspondent Name:	SIGI HINOJOSA		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	c/o Buchalter A Professional Corporation		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		

CH \$265.00 4183245

ATTORNEY DOCKET NUMBER:	A9501-0017
NAME OF SUBMITTER:	Sigi Hinojosa
SIGNATURE:	/Sigi Hinojosa/
DATE SIGNED:	11/21/2017

Total Attachments: 6

source=Trademark Security Agreement (SF Salt) (Red Monkey) (2)#page1.tif

source=Trademark Security Agreement (SF Salt) (Red Monkey) (2)#page2.tif

source=Trademark Security Agreement (SF Salt) (Red Monkey) (2)#page3.tif

source=Trademark Security Agreement (SF Salt) (Red Monkey) (2)#page4.tif

source=Trademark Security Agreement (SF Salt) (Red Monkey) (2)#page5.tif

source=Trademark Security Agreement (SF Salt) (Red Monkey) (2)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 20th day of November, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and AVIDBANK, a California banking corporation, as contractual representative for itself and the other Lenders ("*Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 20, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among RED MONKEY FOODS, INC., a Delaware corporation ("*Parent*"), ELJAY INVESTMENTS LLC, a California limited liability company ("*SF Salt*"), one or more additional direct or indirect Subsidiaries of Parent, hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum (Parent, SF Salt and such other Subsidiaries are sometimes individually referred to herein as a "*Borrower*" and collectively referred to herein as "*Borrowers*"), Lenders, and Agent, Agent and Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Amended and Restated Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent 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, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the ratable benefit of Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on *Schedule I*;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent and Lenders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall abide by Section 7.15 of the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending *Schedule I* to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend *Schedule I* shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on *Schedule I*.

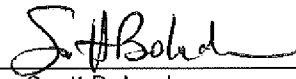
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


ELJAY INVESTMENTS LLC,
a California limited liability company

By: 
Name: Scott Bolonda
Title: Chief Executive Officer

BANK:



ACCEPTED AND ACKNOWLEDGED BY:

AVIDBANK,
a California banking corporation

By: 
Name: E. Todd Jones
Title: Assistant Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

GRANTOR	COUNTRY	DESCRIPTION	APPLICATION / REGISTRATION NO.	ISSUE DATES
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	The Bath is Back	4,183,245	July 31, 2012
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	Minera	4,086,997	Jan 17, 2012
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	Just Add Salt	4,958,234	May 17, 2016
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	Epsoak	4,141,844	May 15, 2012
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	San Francisco Salt Company	4,425,073	October 29, 2013
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA		4,425,074	October 29, 2013
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	Relaxing the World One Bath at a Time	3,425,926	May 13, 2008
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	Sherpa Pink	WO0000001336886	April 3, 2017
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	Minera	1 336 658	March 30, 2017
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA		3,922,466	Feb 22, 2011
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	Sherpa Pink	4,186,900	August 7, 2012
RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA	Sherpa Pink	1 336 886	March 30, 2017

RMF Salt Holdings LLC f/k/a Eljay Investments LLC	USA		4,988,825	June 28, 2016
---	-----	---	-----------	---------------

Trade Names

San Francisco Bath Salt Company

San Francisco Salt Company

Epsoak

Sherpa

Minera

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.