

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOOD SOURCE SOLUTIONS, INC.		06/29/2018	Corporation: DELAWARE
HARVEST FARMS, INC.		06/29/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank, as Agent		
<b>Street Address:</b>	300 Park Avenue, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Utah State Bank: UTAH		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1919982	BAKERSAVER	
<b>Registration Number:</b>	3542817		
<b>Registration Number:</b>	3887882	ECONO-CAL	
<b>Registration Number:</b>	4913367	GOOD BLOSSOM	
<b>Registration Number:</b>	1946275	GOOD BLOSSOM	
<b>Registration Number:</b>	3902465	GOODSOURCE SOLUTIONS	
<b>Registration Number:</b>	3065081	GOODSOURCE	
<b>Registration Number:</b>	2341554	HOT BUY	
<b>Registration Number:</b>	2387573	I-CTREAT	
<b>Registration Number:</b>	3594438	NUTRI-BOOST	
<b>Registration Number:</b>	3733232	NUTRI-CAL	
<b>Registration Number:</b>	2345701	O! PIZZA	
<b>Registration Number:</b>	3832875	POWER BUY	
<b>Registration Number:</b>	3832876	POWER BUYS	
<b>Registration Number:</b>	2385360	PRISON PACK	
<b>Registration Number:</b>	5317243	RIPPERS	
<b>Registration Number:</b>	3788434	SMART MILK	
<b>Registration Number:</b>	3019648	SMARTFARE	
<b>TRADEMARK</b>			

OP \$690.00 1919982

Property Type	Number	Word Mark
Registration Number:	4606108	SUSTAINABLE BUY
Registration Number:	3804271	SOURCE-C DRINK MIX CONCENTRATE
Registration Number:	3804268	SOURCE-PLUS DRINK MIX CONCENTRATE
Registration Number:	4076795	STUFFWICH
Registration Number:	2997342	TOOLS FOR SCHOOLS
Registration Number:	2341553	WISE BUY
Registration Number:	5328845	SPECIAL BUY LIMITED TIME OFFER PRODUCT.
Registration Number:	5122045	HARVEST FARMS QUALITY SINCE 1947
Registration Number:	5058162	HARVEST FARMS

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** James Murray

**Address Line 1:** 4400 Easton Commons Way, Suite 125

**Address Line 2:** CT Corporation

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis
<b>SIGNATURE:</b>	/Corenda R. Lewis/
<b>DATE SIGNED:</b>	07/02/2018

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 29, 2018 (“Agreement”), among Good Source Solutions, Inc., a Delaware corporation and Harvest Farms, Inc., a California corporation (together with their respective successors and assigns and any other entity that becomes a grantor hereunder, each, a “Grantor” and collectively, the “Grantors”), and Ally Bank, as agent (together with its successors and assigns in such capacity, the “Agent”), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below):

### RECITALS:

This Agreement is made pursuant to the Loan and Security Agreement, dated as of the date hereof, among the Grantors, the Guarantors (as defined therein) from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), Ally Bank, as the agent for the Lenders (the “Agent”) and as a Joint Lead Arranger and a Joint Book Runner, and Stellus Capital Investment Corporation, as a Joint Lead Arranger and a Joint Book Runner (together with Agent, collectively, the “Arrangers”) (as the same may be amended, restated or otherwise modified from time to time, the “Credit Agreement”; terms defined therein being used herein as therein defined). Pursuant to the Credit Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby covenants and agrees with the Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Credit Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in (whether now owned or hereafter acquired by such Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Grantor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing; and

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers.

Section 3. Reference to Credit Agreement. This Agreement has been entered into by the Grantors and the Agent primarily for recording purposes as contemplated by the Credit Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Credit Agreement, the terms and provisions of such Credit Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**GOOD SOURCE SOLUTIONS, INC.**, as the  
Grantor

By: 

Name: Eric Shiring

Title: Chief Financial Officer and Secretary

**HARVEST FARMS, INC.**, as the Grantor

By: 

Name: Eric Shiring

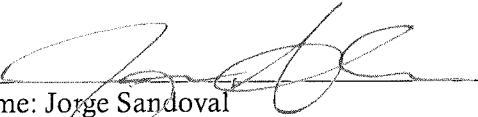
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006369 FRAME: 0420**

ACCEPTED AND ACKNOWLEDGED BY:


**ALLY BANK,**  
as Agent

By:   
Name: Jorge Sandoval  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006369 FRAME: 0421**

Schedule A  
to Trademark Security Agreement


<u>Loan Party</u>	<u>Trademark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>	<u>Status</u>
Good Source Solutions, Inc.	BAKERSAVER	74494362 February 25, 1994	1919982 September 19, 1995	Registered
		77350645 December 12, 2007	3542817 December 9, 2008	Registered
	Design Only			
	ECONO-CAL	77915257 January 19, 2010	3887882 December 7, 2010	Registered
	GOOD BLOSSOM	86712767 August 3, 2015	4913367 March 8, 2016	Registered
	<u>GOOD BLOSSOM</u>	74494211 February 25, 1994	1946275 January 9, 1996	Registered
	GOODSOURCE SOLUTIONS	77514968 July 3, 2008	3902465 January 11, 2011	Registered
	GOODSOURCE	78384160 March 15, 2004	3065081 March 7, 2006	Registered
	<b>HOT BUY</b>	75759848 July 26, 1999	2341554 April 11, 2000	Registered

Schedule A to Trademark Security Agreement - 1

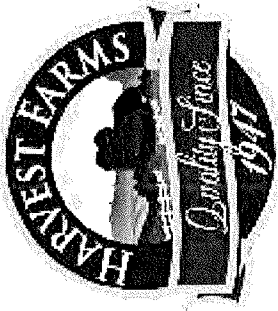
<u>Loan Party</u>	<u>Trademark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>	<u>Status</u>	
Good Source Solutions, Inc. (cont'd)	I-CTREAT	75759842 July 26, 1999	2387573 September 19, 2000	Registered	
	NUTRI-BOOST	77540915 August 6, 2008	3594438 March 24, 2009	Registered	
	NUTRI-CAL	77530379 July 24, 2008	373232 January 5, 2010	Registered	
	O! PIZZA	75759845 July 26, 1999	2345701 April 25, 2000	Registered	
	POWER BUY	77760141 June 15, 2009	3832875 August 10, 2010	Registered	
	POWER BUYS	77760150 June 15, 2009	3832876 August 10, 2010	Registered	
	PRISON PACK	75759846 July 26, 1999	2385360 September 12, 2000	Registered	
	RIPPERS	87464755 May 25, 2017	5317243 October 24, 2017	Registered	
	SMART MILK	77684741 March 5, 2009	3788434 May 11, 2010	Registered	

Schedule A to Trademark Security Agreement - 2



<u>Loan Party</u>	<u>Trademark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>	<u>Status</u>	
Good Source Solutions, Inc. (cont'd)	SMARTFARE	78304064 September 23, 2003	3019648 November 29, 2005	Registered	
	SUSTAINABLE BUY	85757744 October 18, 2012	4606108 September 16, 2014	Registered	
	SOURCE-C DRINK MIX CONCENTRATE	77686281 March 9, 2009	3804271 June 15, 2010	Registered	
	SOURCE-PLUS DRINK MIX CONCENTRATE	77685862 March 6, 2009	3804268 June 15, 2010	Registered	
	STUFFWICH	85320872 May 13, 2011	4076795 December 27, 2011	Registered	
	TOOLS FOR SCHOOLS	78384193 March 15, 2004	2997342 September 20, 2005	Registered	
	WISE BUY	75759841 July 26, 1999	2341553 April 11, 2000	Registered	
	SPECIAL BUY LIMITED TIME OFFER PRODUCT Design	87397881 April 4, 2017	5328845 November 7, 2017	Registered	
					

Schedule A to Trademark Security Agreement - 3

Loan Party	Trademark	Application No./Date	Registration No./Date	Status
HARVEST FARMS, INC.		86898052 February 4, 2016	5122045 January 17, 2017	Registered
	HARVEST FARMS	86898022 February 4, 2016	5058162 October 11, 2016	Registered

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

GOOD SOURCE SOLUTIONS, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 29, 2018

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ally Bank, as Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Schedule A attached

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: \_\_\_\_\_

Email Address: james.murray@wolterskluwer.com

**6. Total number of applications and registrations involved:**

27

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

June 29, 2018

Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation of the information in Item 1 (Trademark Recordation coversheet for Security Agreement)

**Name of additional Conveying Parties:**

HARVEST FARMS, INC.  
Corporation: California