

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530081

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golden West Trading, Inc.		06/26/2019	Corporation: CALIFORNIA
Golden West Food Group, Inc.		06/26/2019	Corporation: CALIFORNIA
Teva Foods, Inc.		06/26/2019	Corporation: CALIFORNIA
GWFGPI LLC		06/26/2019	Limited Liability Company: CALIFORNIA
Bowery LLC		06/26/2019	Limited Liability Company: DELAWARE
Koe Drink, LLC		06/26/2019	Limited Liability Company: DELAWARE
Perfect Hydration LLC		06/26/2019	Limited Liability Company: DELAWARE
Stratus Group, LLC		06/26/2019	Limited Liability Company: CALIFORNIA
Stratus Group Duo LLC		06/26/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent
Street Address:	633 West 5th Street, 30th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4771709	RED MOON
Registration Number:	3898236	KIDS ORGANIC
Registration Number:	3902299	KIDS ORGANIC
Registration Number:	4785682	AMERICAN BBQ COMPANY
Registration Number:	4912332	MEAT DISTRICT
Registration Number:	5309031	KIDS ORGANIC
Registration Number:	5309030	KIDS ORGANIC

CH \$590.00 4771709

Property Type	Number	Word Mark
Registration Number:	5528856	THE FALAFEL COMPANY
Registration Number:	4540837	JUST HEAT
Registration Number:	4587096	CALLE SABOR
Registration Number:	4872683	THE COUNTRY MEAT STORE
Registration Number:	5602339	KÖE
Registration Number:	5571147	SNAPDRAGON
Registration Number:	4854830	Ø GRAVITY
Registration Number:	4904055	ZERØ GRAVITY
Registration Number:	4904054	ZERO GRAVITY
Registration Number:	5046945	BOWERY
Registration Number:	5114141	SIMPLE WATER
Registration Number:	5210426	SNAPDRAGON
Registration Number:	5259237	PERFECT HYDRATION
Registration Number:	4391453	TABIAH
Registration Number:	4010820	TEVA
Registration Number:	4010810	TEVA

CORRESPONDENCE DATA

Fax Number: 2134432926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 43rd Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 0ALE-293473

NAME OF SUBMITTER: Julie Cravitz

SIGNATURE: /julie cravitz/

DATE SIGNED: 07/01/2019

Total Attachments: 10

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 26th day of June 2019, between the undersigned (each a "Grantor" and collectively, the "Grantors"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association as administrative agent ("Administrative Agent") for the lenders under the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Existing Borrowers have previously entered into the Prior Credit Agreement dated as of May 31, 2017 with the Existing Agent and the lenders therein named; and

WHEREAS, certain of the Grantors and certain of their affiliates are parties to that certain Trademark Security Agreement dated as of May 31, 2017 (as amended, supplemented or otherwise modified from time to time the "Prior Trademark Security Agreement"), pursuant to which such Grantors and such affiliates granted Existing Lenders a security interest in their trademarks and related collateral to secure the Existing Borrowers' obligations under the Prior Credit Agreement; and

WHEREAS, concurrently herewith, the Prior Credit Agreement is being amended and restated in full pursuant to that certain Second Amended and Restated Credit Agreement dated as of June 26, 2019, by and among the Borrowers, the Lenders, and Administrative Agent (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Credit Agreement"), pursuant to which the Lenders are making certain credit facilities available to Borrowers; and

WHEREAS, pursuant to the Credit Agreement and the other Loan Documents, each Grantor is required to execute and deliver to Administrative 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent for the benefit of Lenders as security for the Obligations, a continuing first priority security interest in all of such 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 such Grantor's trademarks, trademark applications, licenses, service marks, trade names, and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including, without limitation, those registered trademarks and applications for such registration referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and no Grantor shall be deemed to have granted a security interest in, such items excluded from the Collateral, as specified in the Credit Agreement and the other Loan Documents.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Borrowers, to Administrative Agent and Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Borrower.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent for the benefit of Lenders pursuant to the Security Agreement and the other Loan Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent and Lenders 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. In the event of any conflict 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 or Licenses for Trademarks to the extent they constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5 or the Financing Agreement, each Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered Trademarks or applications for registration of Trademarks of such 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 Administrative 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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark

Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

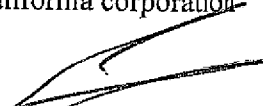
8. Amendment and Restatement. This Trademark Security Agreement is the Amended and Restated Trademark Security Agreement referred to in the Credit Agreement. This Agreement shall amend and restate in full the Prior Trademark Security Agreement, without any loss of priority with respect to the Lien of the Administrative Agent on the Trademark Collateral.

[Remainder of page intentionally left blank; signature page follows.]


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

GRANTORS:


GOLDEN WEST TRADING, INC.,
a California corporation

By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

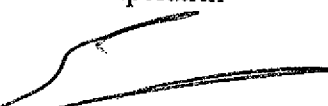
GOLDEN WEST FOOD GROUP, INC.,
a California corporation

By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

COMPLETELY FRESH FOODS, INC.,
a California corporation


By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

TEVA FOODS, INC.,
a California corporation

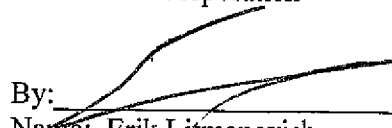
By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

[Amended and Restated Trademark Security Agreement—Golden West Food Group]

CALIFORNIA FARMS MEAT COMPANY, INC.,
a California corporation

By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

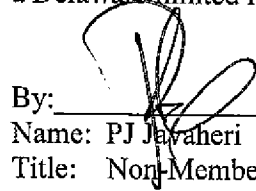
CULVER CITY MEAT CO., INC.,
a California corporation

By: 
Name: Erik Litmanovich
Title: Chief Executive Officer

GWFGPI LLC,
a California limited liability company

By: 
Name: Erik Litmanovich
Title: Manager

BOWERY LLC,
a Delaware limited liability company


By: 
Name: PJ Javaheri
Title: Non-Member Manager

KOE DRINK, LLC,
a Delaware limited liability company

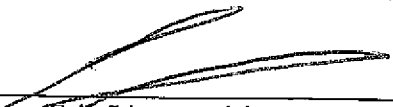
By: 
Name: PJ Javaheri
Title: Non-Member Manager

[Amended and Restated Trademark Security Agreement—Golden West Food Group]

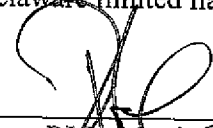
PERFECT HYDRATION LLC,
a Delaware limited liability company

By: 
Name: PJ Javaheri
Title: Non-Member Manager

STRATUS GROUP, LLC,
a California limited liability company

By: 
Name: Erik Litmanovich
Title: Manager

STRATUS GROUP DUO LLC,
a Delaware limited liability company


By: 
Name: PJ Javaheri
Title: Non-Member Manager

[Amended and Restated Trademark Security Agreement—Golden West Food Group]

TRADEMARK
REEL: 006683 FRAME: 0533

ACCEPTED AND
ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Alexander Prie
Title: Vice President

[Amended and Restated Trademark Security Agreement—Golden West Food Group]

TRADEMARK
REEL: 006683 FRAME: 0534

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Owner	Word Mark:	Serial Number:	Registration Number:	Filing Date:	Status:
CFF, INC.	JUST COOK	85718624	4489212	08/31/12	1B: Live
CFF, INC.	VEGGIE HARVEST	85209535	4055295	01/03/11	1A: Live
CFF, INC.	OYZER KOSHER FOODS & DESIGN (COLOR)	77692871	4301606	03/17/09	1B: Live
CFF, INC.	HOTZZARELLA	85382925	N/A	07/27/11	Dead
GWFG, INC.	BREW FOOD	8521523	N/A	03/08/11	Dead
GWFG, INC.	S'MORES INDOORS	85325393	4174031	05/19/11	Dead
GWFG, INC.	RED MOON AND DESIGN	86359596	4771709	08/06/14	1A: Live
GWFGPI	SIMPLE EATS (STYLIZED)	86743908	N/A	09/01/15	Dead
GWFGPI	CHICK-P	87556500	N/A	08/04/17	Dead
GWFGPI	KIDS ORGANIC	87779308	N/A	02/01/18	Dead
GWFGPI	FARM TO COUCH	87808234	N/A	02/23/18	1B: Live
GWFGPI	CULVER CITY MEAT CO. & DESIGN (COLOR)	77824064	3798795	09/10/09	1A: Live
GWFGPI	KIDS ORGANIC (STYLIZED)	77872283	3898236	11/13/09	1A: Live
GWFGPI	KIDS ORGANIC	77871609	3902299	11/12/09	1A: Live
GWFGPI	AMERICAN BBQ COMPANY AND DESIGN	86479925	4785682	12/14/14	1A: Live
GWFGPI	MEAT DISTRICT	86537469	4912332	02/17/15	1A: Live
GWFGPI	KIDS ORGANIC (STYLIZED)	86839503	5309031	12/04/15	1A: Live
GWFGPI	KIDS ORGANIC	86839455	5309030	12/04/15	1A: Live
GWFGPI	THE FALAFEL COMPANY	87708139	5528856	12/05/17	1A: Live
GWFGPI	PIZZAQUITOS	87775145	N/A	01/29/18	1A: Live
GWT, INC.	GWT GOLDEN WEST TRADING,	77089037	3447511	01/23/07	1A: Live

Owner	Word Mark:	Serial Number:	Registration Number:	Filing Date:	Status:
GWT, INC.	COMPLETELY FRESH FOODS COOKED & PREPARED &	77100244	3483021	02/06/07	1A: Live
GWT, INC.	DIRTY CRUST	85406537	4247056	08/24/11	1A: Live
GWT, INC.	PREMIUM CUTS BEEF & DESIGN	77569124	3723441	09/12/08	1A: Live
GWT, INC.	ROYAL POULTRY PROCESSORS OF QUALITY	77750011	3762552	06/02/09	1A: Live
GWT, INC.	GOLDEN WEST TRADING SEAFOOD COMPANY &	77684398	3765117	03/05/09	1A: Live
GWT, INC.	JUST HEAT & DESIGN (COLOR)	85971044	4540837	03/11/14	1A: Live
GWT, INC.	CALLE SABOR	85960620	4587096	06/03/14	1A: Live
GWT, INC.	THE COUNTRY MEAT STORE	86213694	4872683	03/06/14	1A: Live
GWT, INC.	TEVA KOSHER FOODS	77938281	N/A	02/17/10	Suspended
GWT, INC.	TEVA	77938278	N/A	02/17/10	Suspended
GWT, INC.	TEVA FOODS	77938315	N/A	02/17/10	Suspended
GWT, INC.	TEVA FOODS	77938289	N/A	02/17/10	Suspended
GWT, INC.	ROYAL PACIFIC SEAFOOD	77089185	N/A	01/23/07	Dead
GWT, INC.	S'MORE FUN	85326577	N/A	05/20/12	Dead
GWT, INC.	GOLDEN WEST FARMS	85747377	N/A	10/05/12	Dead
GWT, INC.	SKINNY STEAK	85935837	N/A	05/17/13	Dead
GWT, INC.	FARM TO TABLE	85944368	N/A	05/28/13	Dead
GWT, INC.	CULVER CITY MEAT CO. &	77089121	3425243	01/23/07	1A: Live
GWT, INC.	ROYAL POULTRY & DESIGN	77089152	3433942	01/23/07	1A: Live
KOE Drink,	KÖE	87470334	5602339	05/31/17	1A: Live
SG, LLC	SNAPDRAGON	87142019	5571147	08/17/16	1A: Live
SG, LLC	Ø GRAVITY (STYLIZED)	86581609	4854830	03/30/15	1A: Live
SG, LLC	ZERO GRAVITY (STYLIZED)	86581635	4904055	03/30/15	1A: Live
SG, LLC	ZERO GRAVITY	86581601	4904054	03/30/15	1A: Live

Owner	Word Mark:	Serial Number:	Registration Number:	Filing Date:	Status:
SG, LLC	BOWERY	86801287	5046945	10/27/15	1A: Live
SG, LLC	SIMPLE WATER	87038822	5114141	05/16/16	1A: Live
SG, LLC	SNAPDRAGON	86923788	5210426	02/29/16	1A: Live
SG, LLC	PERFECT HYDRATION	87132787	5259237	08/09/16	1A: Live
SG, LLC	MISCELLANEOUS DESIGN (BOTTLE DESIGN)	87356464	N/A	03/02/17	Dead
SG, LLC	9.5+ PH + ELECTROLYTES	87357630	N/A	03/03/17	Dead
SG, LLC	HOTEL CALIFORNIA WINES	87409739	N/A	04/13/17	Dead
SG, LLC	FIREFLY	87425587	N/A	04/26/17	Dead
SG, LLC	NAMASTE A	87425585	N/A	04/26/17	Dead
SG, LLC	BLENDER BOX	87140479	N/A	08/16/16	Dead
TEVA FOODS,	TEVA KOSHER FOODS	77907406	4127286	01/07/10	1A: Live
TEVA FOODS,	EVE'S KITCHEN	85421843	4138894	09/13/11	1A: Live
TEVA MEATS,	TABIAH	85814312	4391453	01/02/13	1A: Live
TEVA MEATS,	TEVA	77840695	4010820	10/02/09	1A: Live
TEVA MEATS,	TEVA	77806270	4010810	08/17/09	1A: Live
TEVA MEATS,	TEVA MEATS (STYLIZED)	77946478	N/A	02/26/10	Suspended