

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Good Source Solutions, Inc.		10/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5317243	RIPPERS	
Registration Number:	5328845	SPECIAL BUY LIMITED TIME OFFER PRODUCT.	
Registration Number:	4913367	GOOD BLOSSOM	
Registration Number:	4606108	SUSTAINABLE BUY	
Registration Number:	4076795	STUFFWICH	
Registration Number:	3887882	ECONO-CAL	
Registration Number:	3832875	POWER BUY	
Registration Number:	3832876	POWER BUYS	
Registration Number:	3804271	SOURCE-C DRINK MIX CONCENTRATE	
Registration Number:	3804268	SOURCE-PLUS DRINK MIX CONCENTRATE	
Registration Number:	3788434	SMART MILK	
Registration Number:	3594438	NUTRI-BOOST	
Registration Number:	3733232	NUTRI-CAL	
Registration Number:	3902465	GOODSOURCE SOLUTIONS	
Registration Number:	3542817		
Registration Number:	3065081	GOODSOURCE	
Registration Number:	2997342	TOOLS FOR SCHOOLS	
Registration Number:	3019648	SMARTFARE	
Registration Number:	2341553	WISE BUY	

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Property Type	Number	Word Mark
Registration Number:	2387573	I-CTREAT
Registration Number:	2345701	O! PIZZA
Registration Number:	2385360	PRISON PACK
Registration Number:	2341554	HOT BUY
Registration Number:	1946275	GOOD BLOSSOM
Registration Number:	1919982	BAKERSAVER

CORRESPONDENCE DATA

Fax Number: 2125935955
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: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1830
NAME OF SUBMITTER:	Scott Kareff (014951-1830)
SIGNATURE:	/kc for sk/
DATE SIGNED:	10/02/2019

Total Attachments: 4
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 2, 2019, by Good Source Solutions, Inc., a Delaware corporation ("Grantor"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 2, 2019 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

GOOD SOURCE SOLUTIONS, INC.

By: 

Name: Ryan McCarthy
Title: Authorized Officer


[SIGNATURE PAGE – GRANT OF
A SECURITY INTEREST –
TRADEMARKS]

TRADEMARK
REEL: 006762 FRAME: 0308

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered Trademarks:

Company	Trademark	Registration Number Registration Date
Good Source Solutions, Inc.	RIPPERS	5317243 24-OCT-2017
Good Source Solutions, Inc.	SPECIAL BUY LIMITED TIME OFFER PRODUCT. 	5328845 07-NOV-2017
Good Source Solutions, Inc.	GOOD BLOSSOM	4913367 08-MAR-2016
Good Source Solutions, Inc.	SUSTAINABLE BUY	4606108 16-SEP-2014
Good Source Solutions, Inc.	STUFFWICH	4076795 27-DEC-2011
Good Source Solutions, Inc.	ECONO-CAL	3887882 07-DEC-2010
Good Source Solutions, Inc.	POWER BUY	3832875 10-AUG-2010
Good Source Solutions, Inc.	POWER BUYS	3832876 10-AUG-2010
Good Source Solutions, Inc.	SOURCE-C DRINK MIX CONCENTRATE	3804271 15-JUN-2010
Good Source Solutions, Inc.	SOURCE-PLUS DRINK MIX CONCENTRATE	3804268 15-JUN-2010
Good Source Solutions, Inc.	SMART MILK	3788434 11-MAY-2010
Good Source Solutions, Inc.	NUTRI-BOOST	3594438 24-MAR-2009
Good Source Solutions, Inc.	NUTRI-CAL	3733232 05-JAN-2010

Good Source Solutions, Inc.	GOODSOURCE SOLUTIONS	3902465 11-JAN-2011
Good Source Solutions, Inc.	Design Only 	3542817 09-DEC-2008
Good Source Solutions, Inc.	GOODSOURCE	3065081 07-MAR-2006
Good Source Solutions, Inc.	TOOLS FOR SCHOOLS	2997342 20-SEP-2005
Good Source Solutions, Inc.	SMARTFARE	3019648 29-NOV-2005
Good Source Solutions, Inc.	WISE BUY	2341553 11-APR-2000
Good Source Solutions, Inc.	I-CTREAT	2387573 19-SEP-2000
Good Source Solutions, Inc.	O! PIZZA ¹	2345701 25-APR-2000
Good Source Solutions, Inc.	PRISON PACK	2385360 12-SEP-2000
Good Source Solutions, Inc.	HOT BUY	2341554 11-APR-2000
Good Source Solutions, Inc.	GOOD BLOSSOM	1946275 09-JAN-1996
Good Source Solutions, Inc.	BAKERSAVER	1919982 19-SEP-1995

¹ The "O! PIZZA" mark is currently registered, but will be abandoned in due course and will not be renewed.