

01-18-2008

U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

RECORD
TRADEMARK



103476514

117 PM 2:40

To the Director of the U. S. Patent and Trademark Office, _____
its or the new address(es) below.

1-17-08

1. Name of conveying party(ies):

Knipschildt Chocolatier LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 11, 2008

- 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: Fairfield County Bank

Internal Address: Commercial Loan Department

Street Address: 150 Danbury Road

City: Ridgefield

State: CT

Country: USA Zip: 06877

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship CT

Other _____ Citizenship _____

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)
SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE A

Additional sheet(s) attached? Yes No

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

SEE ATTACHED SCHEDULE A

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

Name: Peter A. Arturi, Esq.

Internal Address: _____
Cohen & Wolf, P.C.

Street Address: 158 Deer Hill Avenue

City: Danbury

State: CT Zip: 06810

Phone Number: (203) 792-2771

Fax Number: (203) 791-8149

Email Address: paa@cohenandwolf.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date 01/17/2008 00000076 77324518

b. Deposit Account Number _____

Authorized User Name _____

40.00 OP
125.00 OP

9. Signature:

Peter A. Arturi

January 11, 2008

Signature
Peter A. Arturi

Date

Total number of pages including cover sheet, attachments, and document: 9

Name of Person Signing

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

TRADEMARK
REEL: 003712 FRAME: 0455

Schedule A-1

<u>Mark</u>	<u>Application No.</u>
LA MADELINE AU TRUFFE	77-324518
THE WORLD'S MOST EXPENSIVE CHOCOLATE	77-324580
CHOCOPOLOGIE BY KNIPSCHILDT CHOCOLATIER	77-307211
CHOCOPOLOGIE BY KNIPSCHILDT CHOCOLATIER	77-307138
KNIPSCHILDT CHOCOLATIER	77-307072
KNIPSCHILDT CHOCOLATIER	77-297615

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DEBTOR: Knipschildt Chocolatier LLC

SECURED PARTY: Fairfield County Bank

LOCATION OF COLLATERAL: 12 South Main Street, Norwalk, Connecticut

The "Collateral" shall mean the following property and property interests of the Debtor and any and all additions, accessions and substitutions thereto or therefor, guaranties and securities for, and proceeds and products thereof:

(i) All rights to payment of money now owed or hereafter owed to the Debtor, whether due or to become due and whether or not earned by performance including, but not limited to, accounts, contract rights, chattel paper, instruments, documents and general intangibles (including, without limitation, the trademarks listed in Schedule A-1 attached hereto) now in force or hereafter acquired,

(ii) All inventory now owned or hereafter acquired by the Debtor or in which the Debtor has or may hereafter acquire rights;

(iii) All equipment now owned or hereafter acquired by the Debtor or in which the Debtor has or may hereafter acquire rights; and

(iv) All fixtures now owned or hereafter acquired by the Debtor or in which the Debtor has or may hereafter acquire rights.

SECURITY AGREEMENT

This Security Agreement made and entered into this 11th day of January, 2008, by and between KNIPSCHILDT CHOCOLATIER LLC (hereinafter called "Debtor"), and FAIRFIELD COUNTY BANK (hereinafter called "Secured Party").

WITNESSETH, THAT to secure payment of the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), as evidenced by the promissory note, of even date herewith, from DEBTOR to SECURED PARTY, and any and all other liabilities of DEBTOR to SECURED PARTY, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, but not limited to, any and all notes which may be given by DEBTOR to SECURED PARTY in substitution for or in addition to the note hereinabove referred to (all hereinafter called the "OBLIGATIONS"), DEBTOR hereby grants to SECURED PARTY a security interest in those items listed and set forth on Schedule A annexed hereto and made a part hereof (hereinafter called the "Collateral").

1. DEBTOR hereby warrants and covenants:

(a) That except for the security interest granted hereby and those security interests or encumbrances affecting specific items of Collateral as designated on the aforesaid Schedule A, DEBTOR is the owner of the Collateral free from any adverse lien, security interest or encumbrances; and that DEBTOR will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, and will execute and deliver to the SECURED PARTY such financing statements, mortgages and other papers and will do all such acts as the SECURED PARTY may at any time or from time to time reasonably require and/or as may be necessary or appropriate to establish and maintain a valid security interest in the Collateral as security for the Obligations, subject to no prior security interests or encumbrances, except for said security interests and encumbrances as are designated in the aforesaid Schedule A.

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(b) That DEBTOR'S place of business is 12 South Main Street, Norwalk, Connecticut 06854, and that DEBTOR will immediately notify SECURED PARTY in writing of any change in or discontinuance of DEBTOR'S place of business or change in the location of the Collateral.

(c) That if the Collateral or any portion thereof has been attached or is to be attached to real estate, a description of the real estate is attached hereto as Schedule B and made a part hereof, and the DEBTOR will, upon demand by the SECURED PARTY, furnish a disclaimer or disclaimers, signed by all of the persons having an interest in such real estate, of any right, title, interest, or lien upon the Collateral prior to the secured interest of the SECURED PARTY pursuant hereto.

(d) That DEBTOR will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of SECURED PARTY except in the ordinary course of business.

(e) That DEBTOR will have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft, and other risks as SECURED PARTY may require, and will provide SECURED PARTY with a copy of such policy or policies containing such terms, in such form, for such periods and written by such companies as may be satisfactory to SECURED PARTY, such insurance to be payable to SECURED PARTY and DEBTOR as their interests may appear; that all policies of insurance shall provide for ten (10) days' written minimum cancellation notice to SECURED PARTY and at request of SECURED PARTY shall be delivered to and held by it; and that SECURED PARTY may act as attorney for DEBTOR in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts.

(f) That DEBTOR will keep the Collateral free from any adverse lien, security interest or encumbrances, and in good order and repair and will not waste or destroy the Collateral in violation of any statute or ordinance; and that SECURED PARTY may examine and inspect the Collateral at any time, wherever located.

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(g) That DEBTOR will pay, promptly when due, all taxes and assessments upon the

Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the Obligations.

2. At its option, SECURED PARTY may discharge taxes, liens or security interests or other encumbrances at any times levied or placed on the Collateral, and may pay for the maintenance and preservation of the Collateral. DEBTOR agrees to reimburse SECURED PARTY, on demand, for any payment made or any expense incurred by SECURED PARTY pursuant to the foregoing authorization.

3. Until default, DEBTOR may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

4. DEBTOR shall be in default under this agreement upon the happening of any of the following events or conditions:

(a) Default in the payment or performance of the Obligations, or any covenant, warranty or liability contained or referred to herein.

(b) Any warranty, representation or statement made or furnished to SECURED PARTY by or on behalf of DEBTOR proves to have been false in any material respect when made or furnished.

(c) Any event which results in the acceleration of the maturity of the Obligations under any indenture, agreement or undertaking.

(d) Any default in the payment or performance of any obligation, covenant or liability of DEBTOR under any prior security agreement or encumbrance affecting items of Collateral as designated in Schedule A.

(e) Loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon.

(f) Dissolution, termination of existence, insolvency, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, DEBTOR or any guarantor or surety of the Obligations.

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(g) DEBTOR uses the Collateral in violation of any statute or ordinance.

Upon the happening of any such default, and at any time thereafter, SECURED PARTY may declare the Obligations secured hereby immediately due and payable and shall have all the remedies of a secured party under the Uniform Commercial Code, or other applicable law, including, without limitation, the right to take possession of the Collateral, and, for that purpose, the SECURED PARTY may, without legal process, so far as the DEBTOR can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom, provided such entry shall be done lawfully. SECURED PARTY may require DEBTOR to assemble the Collateral and make it available to SECURED PARTY at a place to be designated by SECURED PARTY which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, SECURED PARTY will give DEBTOR reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of DEBTOR set forth in Paragraph I.(b) hereof, at least five (5) days before the time of the sale or disposition. The DEBTOR shall be and remain liable for any deficiency remaining after applying the proceeds of disposition, first to the reasonable expenses of taking, holding, preparing for sale, selling the Collateral, and the like, including reasonable attorney's fees and legal expenses incurred by the SECURED PARTY in connection therewith, and then to the satisfaction of the Obligations secured hereby.

No waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion.

5. No warranties, express or implied, and no representations, promises, or statements have been made by the SECURED PARTY, unless endorsed herein in writing.

6. Any provision of this agreement prohibited by the law of any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

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7. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Connecticut.

8. All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all obligations of the DEBTOR hereunder shall bind its successors and assigns.

9. This agreement shall become effective when it is signed by the DEBTOR.

Signed in duplicate and delivered on the day and year first above written.


10. SBA Loan Terms. *The Loan secured by this Agreement was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:*

a) *When SBA is the holder of the Note, this Agreement and all agreements evidencing or securing the Loan will be construed in accordance with federal law.*

b) *Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Mortgagor or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Mortgagor, or defeat any claim of SBA with respect to the Loan.*

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

DEBTOR:
KNIPSCHILDT CHOCOLATIER LLC

By: 

Fritz B. Knipschildt
Its Member, Duly Authorized

SECURED PARTY:
Fairfield County Bank

By: 

Glen LeBlanc
Its Vice President, Duly Authorized

Exec VP

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