

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PINKBERRY, INC.		05/09/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 BLACKWELL STREET SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85405271	BE REFRESHED
Serial Number:	85029504	PINKBERRY LUXE
Serial Number:	85318292	SWIRL PEARLS
Registration Number:	4086210	SWIRLY WHIP
Registration Number:	3302143	PINKBERRY
Registration Number:	3728442	PINKBERRY
Serial Number:	77726794	GOODNESS EVERY DAY
Registration Number:	4060337	
Registration Number:	3672070	
Serial Number:	77235249	PINKBERRY
Serial Number:	77282917	
Serial Number:	77235255	PINKBERRY
Serial Number:	77277130	PINKBERRY
Serial Number:	77277124	PINKBERRY

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Registration Number:	3426707	SWIRLY GOODNESS
Registration Number:	3461027	
Registration Number:	3469187	CHILLY BLISS
Registration Number:	3460702	PINKBERRY
Registration Number:	3460697	PINKBERRY
Registration Number:	3333468	SIMPLY YOGURT

**CORRESPONDENCE DATA**

Fax Number: 9193541278  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 919-314-3086  
Email: loandocsdept@square1bank.com  
Correspondent Name: Square 1 Bank  
Address Line 1: 406 Blackwell Street  
Address Line 2: Suite 240  
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-vlp/
Date:	05/14/2012

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of May 9, 2012 by and between **SQUARE 1 BANK** ("**Bank**") and **PINKBERRY, INC.**, a California corporation ("**Grantor**").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

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**TRADEMARK**  
**REEL: 004779 FRAME: 0353**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**PINKBERRY, INC.**

6310 San Vicente Avenue, Suite 100  
Los Angeles, CA 90048

By: *Michael J. Dyer*  
Name: *Michael J. Dyer*  
Title: *CEO*

**BANK:**

Address of Bank:

**SQUARE 1 BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: *Patrick Cahill*  
Name: *Patrick Cahill*  
Title: *MVP*



**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Pinkberry Product Original Raspberries Coconut.	VA/0001678266	04/11/2008
Pinkberry Product Green Tea Blueberries.	VA/0001678270	04/11/2008
Pinkberry.	SRu/000872778	08/31/2007
Pinkberry Product Coffee Splash.	VA/0001636958	04/11/2008


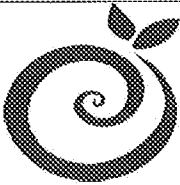
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**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
None.		

**EXHIBIT C**  
**TRADEMARKS**

Description	Registration/ Application Number	Registration/ Application Date
BE REFRESHED	85405271 (Ser. No.)	08/23/2011
SWIRLY WHIP	4086210 (Reg. No.)	01/17/2012
PINKBERRY LUXE	85029504 (Ser. No.)	05/04/2010
SWIRL PEARLS	85318292 (Ser. No.)	05/11/2011
PINKBERRY	3302143 (Reg. No.)	10/02/2007
PINKBERRY	3728442 (Reg. No.)	12/22/2009
GOODNESS EVERY DAY	77726794 (Ser. No.)	05/01/2009
	4060337 (Reg. No.)	11/22/2011
	3672070 (Reg. No.)	08/25/2009

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PINKBERRY	77235249 (Ser. No.)	07/20/2007
	77282917 (Ser. No.)	09/18/2007
	77235255 (Ser. No.)	07/20/2007
	77277130 (Ser. No.)	09/11/2007
PINKBERRY	77277124 (Ser. No.)	09/11/2007
SWIRLY GOODNESS	3426707 (Reg. No.)	05/13/2008
	3461027 (Reg. No.)	07/08/2008
CHILLY BLISS	3469187 (Reg. No.)	07/15/2008
	3460702 (Reg. No.)	07/08/2008
PINKBERRY	3460697 (Reg. No.)	07/08/2008

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SIMPLY YOGURT	3333468 (Reg. No.)	11/13/2007
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