

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304651

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		
Internal Address:	Suite 406		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85734471	PINK CARD	
Registration Number:	3640677	CULTURE CLUB	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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-tkf/		
DATE SIGNED:	05/15/2014		
Total Attachments: 7			
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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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2.



TRADEMARK
REEL: 005280 FRAME: 0933

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

Description	Registration Number	Registration Date
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



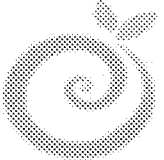
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EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
None.		

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
PINK CARD	85734471	09/20/2012
CULTURE CLUB	3640677	06/16/2009
BE REFRESHED	85405271	08/23/2011
SWIRLY WHIP	4086210	01/17/2012
PINKBERRY LUXE	85029504	05/04/2010
SWIRL PEARLS	85318292	05/11/2011
PINKBERRY	3302143	10/02/2007
PINKBERRY	3728442	12/22/2009
GOODNESS EVERY DAY	77726794	05/01/2009
	4060337	11/22/2011
	3672070	08/25/2009
PINKBERRY	77235249	07/20/2007
	77282917	09/18/2007

	77235255	07/20/2007
	77277130	09/11/2007
PINKBERRY	77277124	09/11/2007
SWIRLY GOODNESS	3426707	05/13/2008
	3461027	07/08/2008
CHILLY BLISS	3469187	07/15/2008
	3460702	07/08/2008
PINKBERRY	3460697	07/08/2008
SIMPLY YOGURT	3333468	11/13/2007