

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rita's Water Ice Franchise Company LLC		02/18/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	120 E. Baltimore St., 25th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	74285150	RITA'S REAL ITALIAN WATER ICE
Serial Number:	74374152	RITA'S OLD FASHIONED CUSTARD
Serial Number:	74450150	RITA'S REAL ITALIAN ICES
Serial Number:	74575399	BE COOL. EAT A RITA'S.
Serial Number:	75306418	MISTO
Serial Number:	75694665	
Serial Number:	76260745	RITA'S
Serial Number:	76384274	RITA'S ICES CONES SHAKES AND OTHER COOL
Serial Number:	77005430	COOL WHEELS
Serial Number:	77030160	BLENDINI
Serial Number:	77118992	RITA'S ICE CUSTARD HAPPINESS
Serial Number:	77133246	RITA'S ICE CUSTARD · HAPPINESS ·
Serial Number:	77136999	RITA'S RITA'S ICE · CUSTARD · HAPPINESS
Serial Number:	77238772	RITACCINO
Serial Number:	77309648	SLENDERITA
Serial Number:	77579664	HAVE A HAPPY DAY
Serial Number:	77579684	HAVE A HAPPY DAY
Serial Number:	77636882	RITA'S ICE · CUSTARD · HAPPINESS LIGHT LINE
Serial Number:	77636886	RITA'S ICE · CUSTARD · HAPPINESS LIGHT LINE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77883601	CHERRY CHERRY BANG BANG
Serial Number:	77911656	CHOCOLATE CARAMEL DREAM SUPREME
Serial Number:	77922230	COOL CATERING
Serial Number:	77931843	RITA'S ICE CUSTARD HAPPINESS COOL CATERI
Serial Number:	77939732	4TH OF GELATI
Serial Number:	78575667	BE COOL. EAT A RITA'S.
Serial Number:	78660488	MISTO
Serial Number:	85240423	RITA'S ICE CUSTARD HAPPINESS

CORRESPONDENCE DATA

Fax Number: 4102307210
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: 4102307010
Email: caanglin@ober.com
Correspondent Name: Chelsea Anglin
Address Line 1: 100 Light Street
Address Line 2: c/o Ober Kaler
Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Chelsea Anglin
SIGNATURE:	/Chelsea Anglin/
DATE SIGNED:	02/19/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated February 18, 2015, is given by RITA'S WATER ICE FRANCHISE COMPANY LLC (the "Assignor"), in favor of SUNTRUST BANK ("Assignee").

BACKGROUND

Pursuant to a Loan and Security Agreement of even date herewith by and among Rita's Holdings, LLC, Rita's Water Ice Franchise Company LLC, Rita's Water Ice Real Estate Company, LLC and Rita's Gift Card Company, LLC (collectively, the "Borrowers") and the Assignee (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Assignee has agreed to make available to the Borrowers (a) a revolving credit facility (the "Revolving Credit Facility") pursuant to which the Assignee will from time to time make advances (each a "Revolving Credit Advance") in an aggregate principal amount not to exceed \$3,500,000 at any one time outstanding, the proceeds of which will be used to provide working capital for the Borrowers and to refinance certain existing indebtedness, and (b) a term loan in the principal amount of \$14,000,000 (the "Term Loan"), the proceeds of which will be used to refinance certain existing indebtedness. The Revolving Credit Facility and the Term Loan are hereinafter called collectively the "Credit Facilities").

The Borrowers' obligation to repay the Revolving Credit Advances with interest is evidenced by the Borrowers' Revolving Credit Note of even date herewith in the principal amount of the Revolving Credit Facility (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Note"). The Borrowers' obligation to repay the Term Loan with interest is evidenced by the Borrowers' Term Note of even date herewith in the principal amount of the Term Loan (as amended, restated, supplemented or otherwise modified from time to time, the "Term Note"). The Revolving Credit Note and the Term Note are hereinafter called collectively the "Notes". As used herein, the term "Financing Documents" means, collectively, the Loan Agreement, the Notes, and all other documents executed and delivered by the Borrowers or any other party or parties to evidence, secure, or guarantee, or in connection with, any or all of the Credit Facilities.

As inducement to Assignee to enter into the Loan Agreement and make the Credit Facilities available to Borrowers, Assignor agreed to, among other things, pledge to Assignee and grant Assignee a continuing, first priority security interest in and lien on all trademark applications and trademarks of Assignor.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Grant of Security Interest. To secure the complete and timely payment and performance of all of their Obligations under the Loan Agreement and the other Financing Documents, Assignor, to the extent of its interest therein, hereby grant, assign, convey and pledge to Assignee a continuing, first priority security interest in and to all trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames owned, held or claimed by Assignor, including, without limitation, those listed in Schedule A hereto (as the same may be amended from time to time pursuant hereto), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement

suits), the right to sue for past, present and future infringements, all rights owned by them corresponding thereto throughout the world (all of the foregoing are collectively called the “Marks”), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. Assignor hereby covenants with, and warrants to, Assignee that (a) except as set forth on Schedule 2, Assignor is the sole and exclusive owner of the Marks and all rights therein, free and clear of any liens, pledges, assignments or other encumbrances; and (b) Assignor is duly authorized to enter into this Agreement and perform its terms.

3. Purpose. This Agreement has been executed and delivered by Assignor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Assignee in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of Assignee) shall remain in full force and effect in accordance with its terms. In no event shall Assignee’s lien or security interests in the Marks be in any way limited to the Marks listed on Schedule A.

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, Assignor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of Paragraph 1 shall automatically apply thereto.

5. Future Marks. Assignor hereby authorizes Assignee to modify this Agreement by amending Schedule A hereto to include any Marks existing as of the date hereof as well as any future trademarks, service marks or tradenames which are Marks under Paragraph 1 or Paragraph 4 hereof. Assignee shall deliver a true and correct copy of any such amended Schedule A to Assignor promptly following Assignee's completion thereof.

6. Assignee’s Rights As Secured Party. If an Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, Assignee shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement and the other Financing Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located or used.

7. Termination. At such time as Assignor shall completely satisfy all of the Obligations and all other liabilities of Assignor to Assignee under the Loan Agreement and the other Financing Documents, Assignee shall execute and deliver to Assignor, at Assignor’s sole cost and expense, all deeds, assignments and other instruments as may be necessary or proper to terminate the liens and security interests granted hereby and to re-vest in Assignor the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee in accordance with the provisions hereof.

8. No Waiver. No course of dealing between Assignor and Assignee nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement or the other Financing Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

9. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Amendment. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Paragraph 5 hereof.

11. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

12. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of the State of Maryland.

13. JUDICIAL PROCEEDINGS. EACH PARTY TO THIS AGREEMENT AGREES THAT ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY, ON OR WITH RESPECT TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, ASSIGNOR WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ASSIGNORS ACKNOWLEDGE AND AGREE THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT ASSIGNEE WOULD NOT EXTEND CREDIT TO ASSIGNORS IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

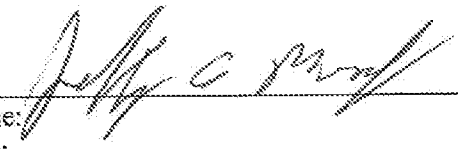
14. Counterparts. This Agreement may be executed and delivered by facsimile, portable document format (PDF) or other electronic transmission and in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

WITNESS:

RITA'S WATER ICE FRANCHISE COMPANY LLC

By:  (SEAL)
Name:
Title:

SUNTRUST BANK

By: _____ (SEAL)
Name:
Title:

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

WITNESS:

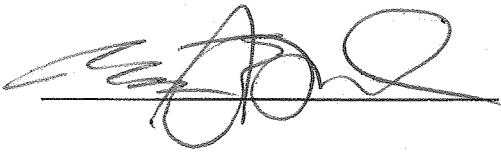
RITA'S WATER ICE FRANCHISE COMPANY LLC

By: _____ (SEAL)

Name:

Title:

SUNTRUST BANK



By: _____ (SEAL)

Name: Michael Waldron

Title: VP

STATE OF PA)
)
COUNTY OF BUCKS) ss

On the 17th day of FEBRUARY, 2015, before me personally came JEFFREY MOON who acknowledged himself to be the CEO of Rita's Water Ice Franchise Company LLC, the Assignor, and that he, as such CEO, being duly authorized so to do, executed the foregoing instrument by signing the name of said limited liability company as the CEO of said limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Antoinette Marie Gavaghan
Notary Public

NOTARIAL SEAL
ANTOINETTE MARIE GAVAGHAN
Notary Public
(PLACE STAMP AND SEAL ABOVE)
TREVOSE CITY, BUCKS COUNTY
My Commission Expires May 10, 2015

STATE OF MARYLAND)
)
COUNTY OF _____) ss

On the ___ day of _____, 2015, before me personally came _____ who is personally known to me to be a _____ of SunTrust Bank, a Georgia banking corporation, who being duly sworn, did depose and say that he is a _____ in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 2015, before me personally came _____ who acknowledged himself to be the _____ of Rita's Water Ice Franchise Company LLC, the Assignor, and that he, as such _____, being duly authorized so to do, executed the foregoing instrument by signing the name of said limited liability company as the _____ of said limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF MARYLAND)
) ss
COUNTY OF Anne Arundel)

On the 19th day of February, 2015, before me personally came Michael Waldron who is personally known to me to be a vice president of SunTrust Bank, a Georgia banking corporation, who being duly sworn, did depose and say that he is a vice president in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Chizuko Matsuo
Notary Public

(PLACE STAMP AND SEAL ABOVE)
CHIZUKO MATSUOKA GODWIN
Notary Public
Anne Arundel County
My Commission Expires Aug 13, 2017

**SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT
DATED FEBRUARY 18, 2015
BY
RITA'S WATER ICE FRANCHISE COMPANY LLC
IN FAVOR OF
SUNTRUST BANK**

LIST OF TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Ser. No.	Reg. No.	Mark	Owner of Record	Notes
74285150	1853742	RITA'S REAL ITALIAN WATER ICE & Design	Rita's Water Ice Franchise Company, LLC	1
74374152	1851607	RITA'S OLD FASHIONED CUSTARD & Design	Rita's Water Ice Franchise Company, LLC	1
74450150	1856885	RITA'S REAL ITALIAN ICES & Design	Rita's Water Ice Franchise Company, LLC	1
74575399	1946522	BE COOL. EAT A RITA'S.	Rita's Water Ice Franchise Company, LLC	1
75306418	2260069	MISTO	Rita's Water Ice Franchise Company, LLC	1
75694665	2377177	Misc. Design (awning)	Rita's Water Ice Franchise Company, LLC	
76260745	2614810	RITA'S	Rita's Water Ice Franchise Company, LLC	1
76384274	2666458	RITA'S ICES CONES SHAKES AND OTHER COOL STUFF & Design	Rita's Water Ice Franchise Company, LLC	1
77005430	3267319	COOL WHEELS	Rita's Water Ice Franchise Company, LLC	1
77030160	3683504	BLENDINI	Rita's Water Ice Franchise Company, LLC	1
77118992	3521372	RITA'S ICE CUSTARD HAPPINESS & Design	Rita's Water Ice Franchise Company, LLC	1
77133246	3521406	RITA'S ICE CUSTARD • HAPPINESS • & Design	Rita's Water Ice Franchise Company, LLC	1
77136999	3631989	RITA'S RITA'S ICE • CUSTARD • HAPPINESS & Design	Rita's Water Ice Franchise Company, LLC	1
77238772	3513676	RITACCINO	Rita's Water Ice Franchise Company, LLC	1
77309648	3877261	SLENDERITA	Rita's Water Ice Franchise Company, LLC	1
77579664	3690472	HAVE A HAPPY DAY	Rita's Water Ice Franchise Company, LLC	1
77579684	3710154	HAVE A HAPPY DAY	Rita's Water Ice Franchise Company, LLC	1
77636882	3897687	RITA'S ICE •CUSTARD•HAPPINESS LIGHT LINE	Rita's Water Ice Franchise Company, LLC	1
77636886	3897688	RITA'S ICE•CUSTARD•HAPPINESS LIGHT LINE & Design	Rita's Water Ice Franchise Company, LLC	1
77883601	3837151	CHERRY CHERRY BANG BANG	Rita's Water Ice Franchise Company, LLC	1
77911656	3818339	CHOCOLATE CARAMEL DREAM SUPREME	Rita's Water Ice Franchise Company, LLC	1

77922230	3818361	COOL CATERING	Rita's Water Ice Franchise Company, LLC	1
77931843	3845132	RITA'S ICE CUSTARD HAPPINESS COOL CATERING & Design	Rita's Water Ice Franchise Company, LLC	1
77939732	3941912	4TH OF GELATI	Rita's Water Ice Franchise Company, LLC	1
78575667	3055435	BE COOL. EAT A RITA'S.	Rita's Water Ice Franchise Company, LLC	1
78660488	3150741	MISTO	Rita's Water Ice Franchise Company, LLC	1
85240423	4028402	RITA'S ICE CUSTARD HAPPINESS	Rita's Water Ice Franchise Company, LLC	1