

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JENI'S SPLENDID ICE CREAMS, LLC		08/12/2015	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	CASTANEA PARTNERS FUND IV, LP		
Street Address:	Three Newton Executive Park, Suite 304		
City:	Newton		
State/Country:	PENNSYLVANIA		
Postal Code:	02462		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4392270	JENI'S	
Registration Number:	4492366	GRAVEL	
Registration Number:	4082974	ART · IS · AN ICE CREAM	
Registration Number:	4022371	JENI'S HANDMADE IN OUR KITCHEN JENI'S IC	
Registration Number:	3993979	JENI'S	
Registration Number:	3993978	JENI'S	
Registration Number:	3993977	JENI'S	
Registration Number:	3158520	GRAVEL ROAD	
Registration Number:	3286915	THE DAIRY HEIR	
Registration Number:	4740913	WE MADE THIS	
Serial Number:	86340011	AMERICAN HARD BODY ICE CREAMS	
Serial Number:	86339488	AMERICAN HARD BODY ICE CREAMS	
Serial Number:	86550356	ECLIPSE	
Serial Number:	86339490	ICE CREAMS MADE FOR THE TABLE	
Serial Number:	86340014	ICE CREAMS MADE FOR THE TABLE	
Serial Number:	85605622	JENI'S	
Serial Number:	85605627	JENI'S	
Serial Number:	86527143	PLANTS FOR PINTS	
Serial Number:	85844433	WE MADE THIS	
TRADEMARK			

CH \$515.00 4392270

Property Type	Number	Word Mark
Registration Number:	4392271	JENI'S

CORRESPONDENCE DATA

Fax Number: 2028427899
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: 2027287045
Email: chowell@cooley.com
Correspondent Name: Cathy Howell, Senior Paralegal
Address Line 1: 1299 Pennsylvania Ave., N.W.
Address Line 2: Cooley LLP
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	308638.127
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
SIGNATURE:	/Catherine R. Howell/
DATE SIGNED:	08/17/2015

Total Attachments: 13

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SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2015, by JENI'S SPLENDID ICE CREAMS, LLC, an Ohio limited liability company ("*JSIC*"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.9 (Additional Grantors)* of the Security Agreement referred to below (together with JSIC, each a "*Grantor*" and, collectively, the "*Grantors*") in favor of CASTANEA PARTNERS FUND IV, LP ("*Secured Party*").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement of even date herewith (as amended, modified or supplemented from time to time, the "*Purchase Agreement*") among Grantors, Secured Party and the Purchasers party thereto, Secured Party and the Purchasers have agreed to make extensions of credit to Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement and Collateral Assignment of even date herewith in favor of Secured Party (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Short Form Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Secured Party and the Purchasers to enter into the Purchase Agreement and to induce Secured Party and the Purchasers to continue to make extensions of credit to Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

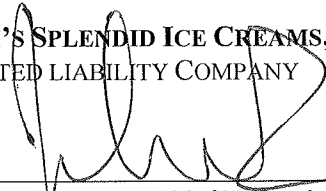
[SIGNATURE PAGE FOLLOWS]

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

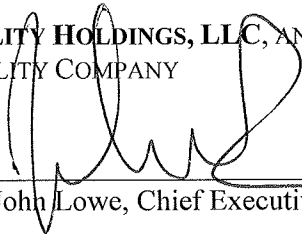
Very truly yours,

GRANTORS:

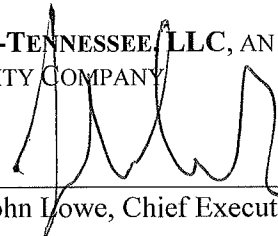
JENI'S SPLENDID ICE CREAMS, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

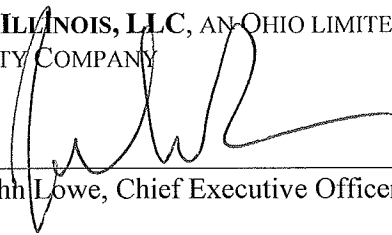
QUALITY HOLDINGS, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

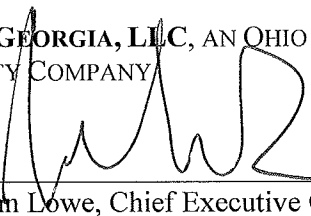
JENI'S-TENNESSEE, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

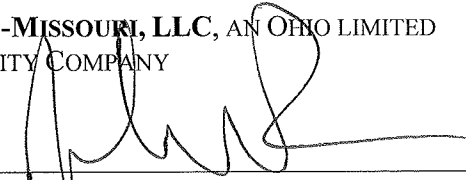
JENI'S-ILLINOIS, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

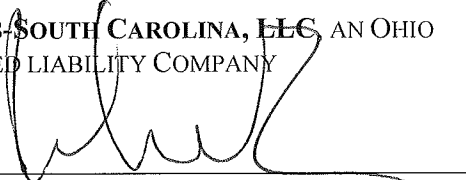
JENI'S-GEORGIA, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

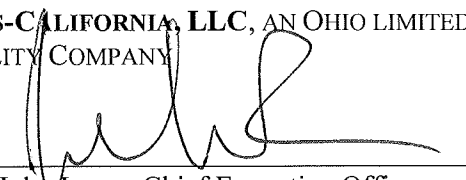
JENI'S-MISSOURI, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

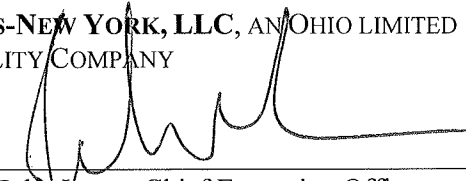
JENI'S-SOUTH CAROLINA, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

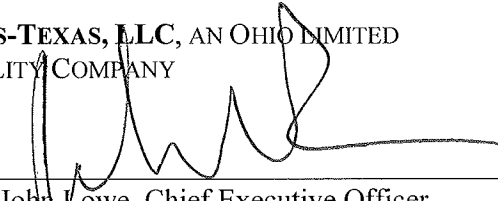
JENI'S-CALIFORNIA, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

JENI'S-NEW YORK, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

JENI'S-TEXAS, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: 
John Lowe, Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CASTANEA PARTNERS FUND IV, LP

By: _____

JENI'S-MISSOURI, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: _____
John Lowe, Chief Executive Officer

JENI'S-SOUTH CAROLINA, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: _____
John Lowe, Chief Executive Officer

JENI'S-CALIFORNIA, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: _____
John Lowe, Chief Executive Officer

JENI'S-NEW YORK, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: _____
John Lowe, Chief Executive Officer

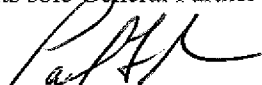
JENI'S-TEXAS, LLC, AN OHIO LIMITED LIABILITY COMPANY

By: _____
John Lowe, Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CASTANEA PARTNERS FUND IV, L.P.

By: Castanea Partners Fund GP IV, LLC,
its sole General Partner

By:  _____
Name: Paul Gibbons
Title: Partner

ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)



Erin C. Cleary, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

On this 9 day of August, 2015, before me personally appeared John Lowe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JENI'S SPLENDID ICE CREAMS, LLC, an Ohio limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)



Erin C. Cleary, Attorney At Law
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On this 9 day of August, 2015, before me personally appeared John Lowe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QUALITY HOLDINGS, LLC, an Ohio limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)



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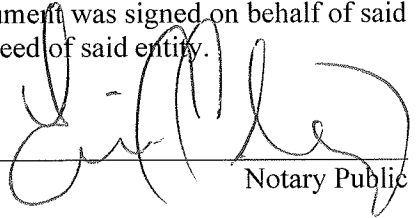
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)



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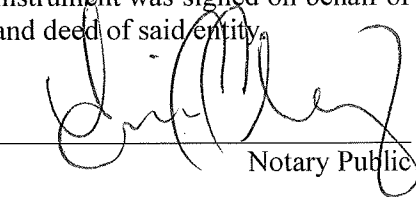

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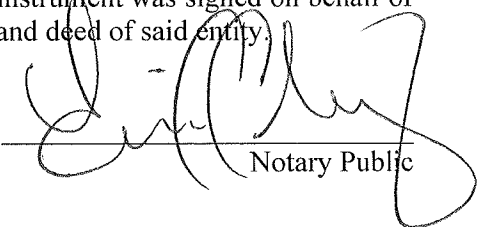

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)



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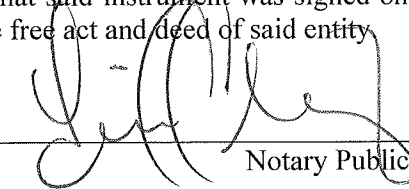

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)



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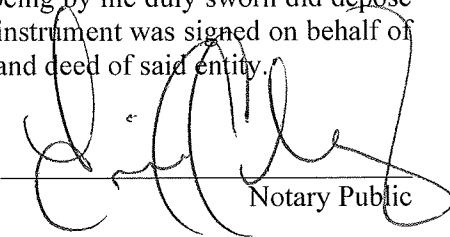
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)



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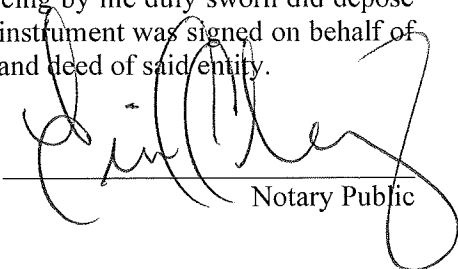
Notary Public

STATE OF OHIO)
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COUNTY OF FRANKLIN)



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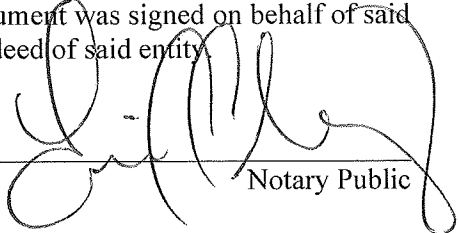
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)



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NOTARY PUBLIC - STATE OF OHIO
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Sec. 147.03 R.C.

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Notary Public

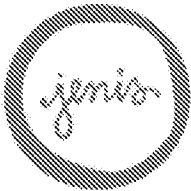
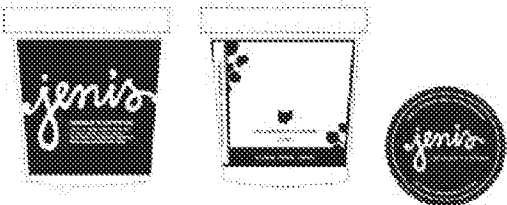
SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT

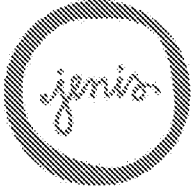

Trademark Registrations

A. REGISTERED TRADEMARKS

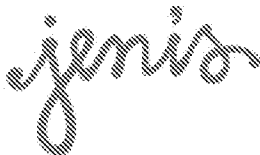
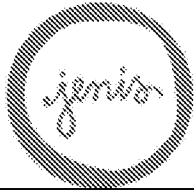
Grantor: **JENI'S SPLENDID ICE CREAMS, LLC**

Schedule of U.S. Trademark/Service Mark Registrations



Mark	Registration Number	Registration Date
JENI'S	4,392,270	08/27/2013
JENI'S & Design 	4,392,271	08/27/2013
GRAVEL	4,492,366	03/04/2014
ART · IS · AN ICE CREAM	4,082,974	01/10/2012
 <p>JENI'S HANDMADE IN OUR KITCHEN JENI'S ICE CREAMS, YOGURTS AND SORBETS ARE HAND-CRAFTED IN SMALL BATCHES, USING LUXURIOUS AND FLAVORFUL INGREDIENTS. PLEASE ENJOY AND SHARE WITH FRIENDS. JENI'S SPLENDID ICE CREAMS ICE CREAM · YOGURT · SORBET (packaging)</p>	4,022,371	09/06/2011

Mark	Registration Number	Registration Date
JENI'S & Design 	3,993,979	07/12/2011
JENI'S (Stylized) 	3,993,978	07/12/2011
JENI'S	3,993,977	07/12/2011
GRAVEL ROAD	3,158,520	10/17/2006
THE DAIRY HEIR	3,286,915	08/28/2007
WE MADE THIS	4,740,913	05/19/2015

Schedule of Trademark/Service Mark Registrations - Japan



Mark	Registration Number	Registration Date
JENI'S	05480917	03/23/2012
JENI'S (Stylized) 	05480918	03/23/2012
JENI'S & Design 	05480919	03/23/2012

Schedule of Trademark/Service Mark Registrations - China

Mark	Registration Number	Registration Date
JENI'S	10044958	12/07/2012
JENI'S (Stylized) 	10044956	12/07/2012
JENI'S & Design 	10044954	12/07/2012

B. TRADEMARK APPLICATIONS

Mark	Serial Number	Filing Date
AMERICAN HARD BODY ICE CREAMS	SN: 86340011	Filed: July 17, 2014
AMERICAN HARD BODY ICE CREAMS	SN: 86339488	Filed: July 16, 2014
ECLIPSE	SN: 86550356	Filed: March 2, 2015
ICE CREAMS MADE FOR THE TABLE	SN: 86339490	Filed: July 16, 2014
ICE CREAMS MADE FOR THE TABLE	SN: 86340014	Filed: July 17, 2014
JENI'S	SN: 85605622	Filed: April 23, 2012

	SN: 85605627	Filed: April 23, 2012
PLANTS FOR PINTS	SN: 86527143	Filed: February 6, 2015
WE MADE THIS	SN: 85844433	Filed: February 8, 2013
JENI'S	AN: 010299782	European Community Trademark Published Filed: September 28, 2011
jeni's and Design 	AN: 010299766	European Community Trademark Published Filed: September 28, 2011

A Notice of Opposition was filed by Nestle on February 23, 2012, for each of three trade mark registrations with the Office for Harmonization in the Internal Market: trade mark numbers 010299766, 010299774, and 010299782. The Company filed a Response to the Opposition for each of the three opposed trade marks on November 12 and 13, 2014. Nestle filed Observations in Reply for each of the three opposed trade marks on January 19 and 20, 2015. On April 30, 2015, the Office for Harmonization upheld the oppositions in part and rejected the oppositions in part. The Company filed an appeal on May 21, 2015; and received information on that date that Nestle had also filed an appeal. These registrations are for use in Germany, and as the Company does not foresee expansion into Germany in its 5-year plan, the trademark's importance to the Company's business and operations is low.

C. TRADEMARK LICENSES

1. Limited Use Trademark License by and between Loveless Cafe, G.P., and Jeni's Splendid Ice Creams, LLC as licensee. (The Company is Licensee.)
2. Co-Branding, Supply & Marketing Agreement by and between Intelligentsia Coffee, Inc. and Jeni's Splendid Ice Creams, LLC, as licensee dated July 16, 2014. (The Company is both Licensor and Licensee).
3. Intellectual Property License Agreement, by and between Jeni Britton Bauer and Jeni's Splendid Ice Creams, LLC, dated March 31, 2014. (The Company is Licensee.)