

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351988

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

<b>Name:</b>	PNC National Bank, National Association
<b>Street Address:</b>	1900 East 9th Street
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	Federally chartered financial institution: UNITED STATES

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4392270	JENI'S
Registration Number:	4392271	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

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85844433	WE MADE THIS

**CORRESPONDENCE DATA**

**Fax Number:** 4125945619

*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:** 412-594-3916

**Email:** kbiedinger@tuckerlaw.com

**Correspondent Name:** Kristin Biedinger

**Address Line 1:** 1500 One PPG Place

**Address Line 4:** Pittsburgh, PENNSYLVANIA 15222

<b>NAME OF SUBMITTER:</b>	Kristin biedinger
<b>SIGNATURE:</b>	/Kristin Biedinger/
<b>DATE SIGNED:</b>	08/19/2015

**Total Attachments: 9**

source=PNC - Jeni's - Short Form Trademark Security Agreement#page1.tif  
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source=PNC - Jeni's - Short Form Trademark Security Agreement#page9.tif

SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of August 12, 2015, by JENI'S SPLENDID ICE CREAMS, LLC, an Ohio limited liability company ("JSIC" or "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION ("Secured Party").

WITNESSETH:

WHEREAS, The Secured Party has established or is establishing certain credit facilities with the Grantor, as evidenced by certain documents, instruments and agreements all between the Secured Party and the Grantor (collectively, the "Loan Documents"); and

WHEREAS, the Loan Documents include a security agreement or security agreements from Grantor in favor of Secured Party and as a result the Grantor has agreed to execute and deliver this Short Form Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to continue to make extensions of credit to Grantor under the Loan Documents, Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Loan Documents and used herein have the meaning given to them in the Loan Documents.

**Section 2. Grant of Security Interest in Trademark Collateral**

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 described in the Loan Documents, 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 Loan Documents and 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 Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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,

GRANTOR:

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

By: 

John Lowe, Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

IN WITNESS WHEREOF, 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,

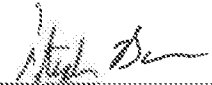
GRANTOR:

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

By: \_\_\_\_\_  
John Lowe, Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION**

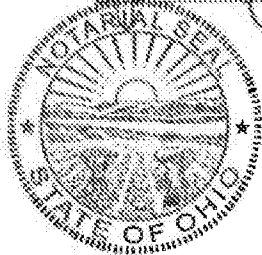
By:  \_\_\_\_\_  
 Stephen Barr, Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF FRANKLIN         )

On this 12 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.

*Jennifer E Blattler*  
Notary Public



JENNIFER E BLATTLER  
Notary Public, State of Ohio  
My Commission Expires 03-23-2016

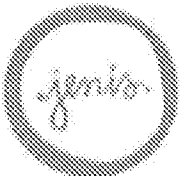
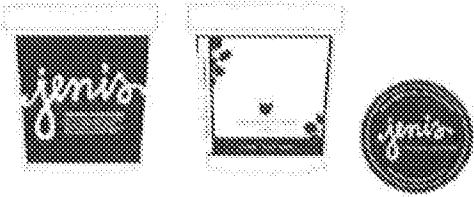
SCHEDULE I  
TO  
SHORT FORM TRADEMARK SECURITY AGREEMENT

*Trademark Registrations*

A. REGISTERED TRADEMARKS

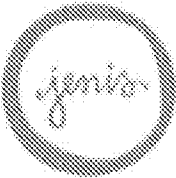

Grantor: JENI'S SPLENDID ICE CREAMS, LLC

Schedule of U.S. Trademark/Service Mark Registrations


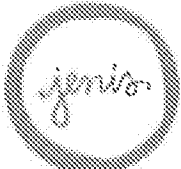
Mark	Registration Number	Registration Date
JENI'S	4,392,270	08/27/2013
JENI'S & Design  	4,392,271	08/27/2013
GRAVEL	4,492,366	03/04/2014
ART · IS · AN ICE CREAM	4,082,974	01/10/2012
  JENI'S HANDMADE IN OUR KITCHEN JENI'S ICE CREAMS, YOGURTS AND SORBETS ARE HAND-CRAFTED IN SMALL BATCHES, USING LUXURIOUS AND FLAVORFUL INGREDIENTS. PLEASE ENJOY AND SHARE WITH FRIENDS. JENI'S SPLENDID ICE CREAMS ICE CREAM · YOGURT · SORBET (packaging)	4,022,371	09/06/2011
JENI'S & Design	3,993,979	07/12/2011

[EXCERPT FROM SHORT FORM TRADEMARK SECURITY AGREEMENT]



		
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


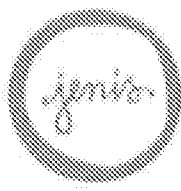
**Schedule of Trademark/Service Mark Registrations - Japan**

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
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[SCHEDULE 1 TO BRIGHT FARM TRADEMARK SECURITY AGREEMENT]

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

(RESPONSE TO BUREAU PRIORITY TRADEMARK SECURITY AGREEMENT)

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.)

[SCHEDULE 1 TO SHORT FORM TRADEMARK SECURITY AGREEMENT]