

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368887

| | | | |
|---|-------------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BRADY BARRY COMPANY, LTD. | | 01/12/2016 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | BIBBY FINANCIAL SERVICES (CA), INC. | | |
| Street Address: | 3027 TOWNSGATE ROAD, SUITE 140 | | |
| City: | WESTLAKE VILLAGE | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91361 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4137771 | CAFFE D'VITA | |
| Registration Number: | 4137930 | CAFFE D'VITA | |
| Registration Number: | 3058903 | ENCHANTED CHAI | |
| Registration Number: | 2100091 | ROMA-CCINO | |
| Registration Number: | 2062030 | COCOA D'ORO | |
| Registration Number: | 1873355 | DELICIOUS PERFECTION | |
| Registration Number: | 1747308 | CLASSIC ELEGANCE | |
| Registration Number: | 1518178 | CAFFE D'VITA | |
| Registration Number: | 1520027 | CAFFE D'ORO | |
| Registration Number: | 1283871 | LA GRANDE CAPPUCCINO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <i>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.</i> | | | |
| Phone: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, LTD | | |

OP \$265.00 4137771

| | |
|---|------------------------|
| Address Line 4: | Washington, D.C. 20005 |
| ATTORNEY DOCKET NUMBER: | F160653 |
| NAME OF SUBMITTER: | STEVEN N. KURTZ |
| SIGNATURE: | /STEVEN N. KURTZ/ |
| DATE SIGNED: | 01/12/2016 |
| Total Attachments: 7 source=Trademark Security Agmt Submission (Bibby-Brad Barry)#page3.tif source=Trademark Security Agmt Submission (Bibby-Brad Barry)#page4.tif source=Trademark Security Agmt Submission (Bibby-Brad Barry)#page5.tif source=Trademark Security Agmt Submission (Bibby-Brad Barry)#page6.tif source=Trademark Security Agmt Submission (Bibby-Brad Barry)#page7.tif source=Trademark Security Agmt Submission (Bibby-Brad Barry)#page8.tif source=Trademark Security Agmt Submission (Bibby-Brad Barry)#page9.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") dated as of January 12, 2016 is made by and between **Brad Barry Company Ltd.**, a California corporation ("Grantor"), in favor of **Bibby Financial Services, (CA) Inc.**, a California Corporation ("Lender").

RECITALS:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**") by and among Grantor and Lender, Lender has agreed to make certain Loans to Grantor.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. The terms, covenants and conditions of the Loan Agreement are incorporated into and made a part of this IP Security Agreement and this IP Security Agreement shall form part of the Loan Agreement and shall constitute a Loan Document.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due (whether at the stated maturity, acceleration or otherwise) of all of the Obligations, Grantor hereby grants to and in favor of Lender a first priority perfected security interest and Lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of Grantor's right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office (the "USPTO") on the basis of the applicant's intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the "**Lanham Act**") would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed with the USPTO under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed with the USPTO under section 1(d) of the Lanham Act .

3. Representation and Warranty. Grantor hereby represents and warrants to Lender that Exhibit A hereto identifies all Intellectual Property which is registered or for which an application for registration is pending that is owned by Grantor in its own name and all material Intellectual Property licenses to which Grantor is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Obligations shall have been indefeasibly paid in full in cash, Grantor shall (i) become aware of any existing material Intellectual Property of which Grantor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and Grantor shall notify Lender in writing of the existence of such additional Intellectual Property. Grantor hereby authorizes Lender to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such additional Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at Grantor's sole cost). Upon Lender's reasonable request, Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Loan Agreement. Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under and pursuant to the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in California. If any provision of this IP Security Agreement is deemed to conflict with the Loan Agreement, the terms of the Loan Agreement shall govern and control.

6. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this IP Security Agreement will be filed by the Lender with the USPTO and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor.

7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in the Loan Agreement or by a writing signed by Grantor and Lender hereof or by a writing signed by Grantor and Lender.

8. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Grantor shall not assign this IP Security Agreement or any of Grantor's obligations hereunder without the prior written consent of Lender.

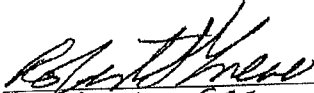
10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of California, without regard to choice of law or conflict of law principles that would require the application of any other laws.

11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

Brad Barry Company, Ltd., a California corporation

By: 
Name: ROBERT S. GREEN
Title: PRESIDENT & C.E.O.

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005708 FRAME: 0078

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

On January 11, 2016 before me, Tina (insert name and title of the
Stout, Notary Public officer)

personally appeared Robert Greene who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tina Stout (Seal)



Agreed and Accepted:

Bibby Financial Services (CA), Inc., a California corporation

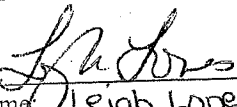
By: 
Name: Leigh Lopes
Title: CEO Americas

EXHIBIT A

| # | Serial # | Reg. # | Word Mark | Status | Filed | Owner |
|----|----------|---------|----------------------|--------|----------|---|
| 1 | 85275063 | 4137771 | CAFFE D'VITA | LIVE | 03/23/11 | BRAD BARRY COMPANY, LTD. |
| 2 | 85334414 | 4137930 | CAFFE D'VITA | LIVE | 05/31/11 | BRAD BARRY COMPANY, LTD. |
| 3 | 78536076 | 3058903 | ENCHANTED CHAI | LIVE | 12/21/04 | BRAD BARRY COMPANY, LTD. |
| 4 | 75022516 | 2100091 | ROMACCINO | LIVE | 11/20/95 | BRAD BARRY COMPANY, LTD. |
| 5 | 74684052 | 2062030 | COCOA D'ORO | LIVE | 06/05/95 | BRAD BARRY COMPANY, LTD. |
| 6 | 74311139 | 1873355 | DELICIOUS PERFECTION | LIVE | 09/04/92 | BRAD BARRY COMPANY, LTD. |
| 7 | 74277823 | 1747308 | CLASSIC ELEGANCE | LIVE | 05/22/92 | BRAD BARRY COMPANY, LTD. dba Brad Barry Co., Ltd. |
| 8 | 73713858 | 1518178 | CAFFE D'VITA | LIVE | 02/29/88 | BRAD BARRY COMPANY, LTD. |
| 9 | 73713778 | 1520027 | CAFFE D'ORO | LIVE | 02/29/88 | BRAD BARRY COMPANY, LTD. |
| 10 | 73332844 | 1283871 | LA GRANDE CAPPUCCINO | LIVE | 10/16/81 | BRAD BARRY COMPANY, LTD. |

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