

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2011)

08/08/2016

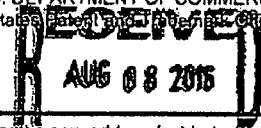
U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

8/8/16

RE: 1



103675694



To the Director of the U. S. Patent and Tr.

Documents or (to new address(es) below.

1. Name of conveying party(ies):

Jimmy's Cookies, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 7/26/2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Peapack-Gladstone Bank

Street Address: 500 Hills Drive

City: Bedminster

State: New Jersey

Country: USA Zip: 07920

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US New Jersey
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
735541937

B. Trademark Registration No.(s)
73541937

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

One Smart Cookie

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kevin P. Galvin, Esq.

Internal Address: Schiller & Pittenger PC

Street Address: 1771 Front Street

City: Scotch Plains

State: NJ Zip: 07076

Phone Number: 908-490-0444

Docket Number: _____

Email Address: kgalvin@sp-lawyers.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/09/2016 DTIMBERL 00000003 73541937

01 FC:8521

40.00

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

8/3/2016

Date

Kevin P. Galvin, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark

Serial No.

One Smart Cookie

73541937

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 26, 2016, is made by Jimmy's Cookies, LLC, a New Jersey limited liability company (the "Grantor"), in favor of Peapack-Gladstone Bank and its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor and the Bank, the Bank has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor has, pursuant to the Security Agreement, granted a security interest in all of its assets in favor of the Bank to secure the payment and performance of the Obligations; and

WHEREAS, pursuant to the Security Agreement Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Loan Agreement and make its extension of credit to the Grantor thereunder, Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein (including above) without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Bank for the benefit of the Bank, and grants to the Bank for the benefit of the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source and business identifiers, trademark registrations and applications for registration, now owned or hereafter acquired by the Grantor, including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals, extensions and continuations in part of the items referred to in clause (a) above; (c) any written agreement granting any right to use any trademark or trademark registration; and (d) the right to sue for past, present and future infringements of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with the trademarks and intellectual property licenses subject to a security interest hereunder.

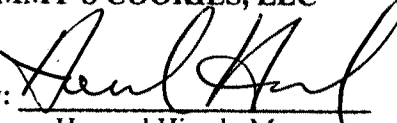
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

[SIGNATURE PAGES FOLLOW]

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

JIMMY'S COOKIES, LLC

By: 
Howard Hirsch, Manager

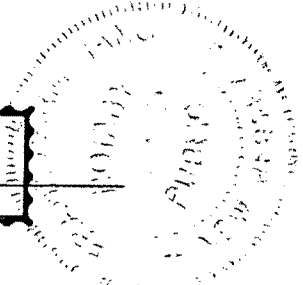
STATE OF NEW JERSEY)
 SS.:
COUNTY OF PASSAIC)

On the 26 day of July, 2016 before me personally came, to me Howard Hirsch, who, being by me duly sworn, did depose and say that he is the manager of Jimmy's Cookies, LLC, the limited liability company described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the ~~foregoing instrument~~ as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said company.


Notary Public

My commission expires on

FRANK PARMIGIANO
Notary Public
State of New Jersey
My Commission Expires Apr 26, 2020



[signature page of Trademark Security Agreement]

SCHILLER & PITTENGER, P.C.
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August 3, 2016

Mail Stop Assignment Recordation Branch
Director of the USPTO
P.O. Box 1450
Alexandria, Virginia 22313-1450

Re: Peapack-Gladstone Bank- Jimmy's Cookies, LLC

Dear Sir/Madam:

Please find enclosed Trademark Coversheet together with original Trademark Security Agreement for filing against One Smart Cookie Trademark Serial #73541937.

Our check in the amount of \$40.00 is enclosed for your filing fee. Thereafter, please return the filed document to us in the envelope provided.

Should you have any questions, please contact me at 908-490-0444 or jcurtis@sp-lawyers.com.

Thank you.

A handwritten signature in black ink, appearing to read "Jenn Curtis".

Jenn Curtis
Paralegal

Enclosure