

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PUSSER'S IP HOLDINGS LTD		09/29/2016	Limited Corporation: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	TERRANOVA CAPITAL PARTNERS, INC, as Collateral Agent		
Street Address:	733 THIRD AVENUE, 15TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3739960		
Registration Number:	4289616	PAINKILLER	
Registration Number:	2346510		
Registration Number:	3749138		
Registration Number:	1761913	PUSSER'S	
Registration Number:	3757095	PUSSER'S	
Registration Number:	3940146	PUSSER'S	
Registration Number:	3940458	PUSSER'S	
Registration Number:	4606161	PUSSER'S BRITISH WEST INDIES B V I	
Registration Number:	4030755	PUSSER'S CO. STORE	
Registration Number:	1763537	PUSSER'S LANDING	
Registration Number:	4283074	PUSSER'S WEST INDIES	
Registration Number:	1277027	"SPLICE THE MAIN BRACE!"	
Registration Number:	3718611	"SPLICE THE MAIN BRACE!"	
Registration Number:	1647762	THE PUSSER'S CO. STORE & PUB	
CORRESPONDENCE DATA			
Fax Number:	2127986352		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123260484
Email: agramer@pryorcashman.com
Correspondent Name: ALANA GRAMER
Address Line 1: 7 TIMES SQUARE
Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/Alana Gramer
DATE SIGNED:	10/13/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of September 29, 2016, is made by and among PUSSEY’S IP HOLDINGS LTD., a company incorporated under the laws of The British Virgin Islands (the “**Grantor**”), in favor of TERRANOVA CAPITAL PARTNERS, INC. (the “**Collateral Agent**”), a Delaware corporation, as collateral agent for the Holders referred to below (the “**Secured Parties**”).

WHEREAS, Pussey’s Holdings Investment LLC (“**Borrower**”) may issue one or more 10% Guaranteed Secured Promissory Notes (as amended, the “**Notes**”) to each party identified as a Holder in the Notes (collectively, the “**Holders**”) pursuant to one or more Subscription Agreements (collectively, the “**Subscription Agreements**”) between Borrower and each Holder.

WHEREAS, pursuant to each Subscription Agreement, each Holder has appointed Collateral Agent to act as Collateral Agent on behalf of the Holders for the purpose of perfecting the liens granted herein.

WHEREAS, as a condition precedent to the purchase of the Notes by the Holders, Grantor has executed and delivered to (i) each Holder, a Remainder Guaranty dated the date of such Holder’s Note (a “**Remainder Guaranty**”) and (ii) the Collateral Agent, that certain Security Agreement dated as of September 29, 2016, made by and among the Grantor and the Collateral Agent (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Collateral Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule “A”, Schedule “B” and Schedule “C” hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Obligations. The Trademark Collateral secures the due and prompt payment and performance of the Secured Obligations (as defined in the Security Agreement).

3. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

4. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the Trademark Collateral are as provided by the Remainder Guaranties, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Limitation. Notwithstanding any provision to the contrary in this Agreement, the obligations of the Grantor hereunder shall become effective only after the Secured Parties, or an agent of the Secured Parties, shall have first foreclosed upon and sold all of the collateral securing the guaranty of the Notes of Pusser's Holdings LLC, a Delaware limited liability company, and Coverdale Trustees Limited, as trustee of the Winchester Trust, a trust organized

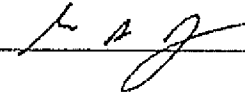
under the laws of the British Virgin Islands, or their successors, and applied the proceeds of such sale the obligations of the Borrower under the Guaranties of such entities of the Notes, and this Agreement shall secure only the payment of the Guaranties of such entities of the principal and interest on the Notes and other obligations of the Borrower under the terms of such Guaranties, after the application by the Borrower or the Holders, or any agent thereof, of the net proceeds of any such sale of such collateral.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

PUSSEY'S IP HOLDINGS LTD.

By: 

Name: STUART A JAMIESON

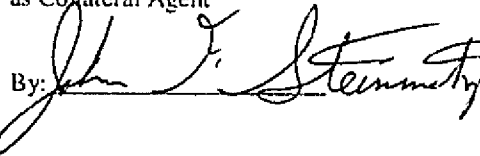
Title: MEMBER

Address for Notices:

649 Fairfield Beach Rd
Fairfield, CT 06824

AGREED TO AND ACCEPTED:

TERRANOVA CAPITAL PARTNERS, INC.,
as Collateral Agent

By: 

Name: John F. Steinmetz

Title: Chief Executive Officer

Address for Notices:

733 Third Avenue
15th Floor
New York, NY 10017

SCHEDULE "A"

(U.S. Trademark Registrations and Applications)

<i>Registration No.</i>	3,739,960	<i>Mark</i>	<i>MISCELLANEOUS DESIGN (denoting "SPlice THE MAIN BRACE")</i>
<i>Registration No.</i>	4,289,616	<i>Mark</i>	<i>PAINKILLER</i>
<i>Registration No.</i>	2,346,510	<i>Mark</i>	<i>PALM TREE & SUN (& DESIGN)</i>
<i>Registration No.</i>	3,749,138	<i>Mark</i>	<i>PALM TREE & SUN (& DESIGN)</i>
<i>Registration No.</i>	1,761,913	<i>Mark</i>	<i>PUSSER'S</i>
<i>Registration No.</i>	3,757,095	<i>Mark</i>	<i>PUSSER'S</i>
<i>Registration No.</i>	3,940,146	<i>Mark</i>	<i>PUSSER'S</i>
<i>Registration No.</i>	3,940,458	<i>Mark</i>	<i>PUSSER'S</i>
<i>Registration No.</i>	4,606,161	<i>Mark</i>	<i>PUSSER'S BRITISH WEST INDIES BVI CROWN (& Design) (in color)</i>
<i>Registration No.</i>	4,030,755	<i>Mark</i>	<i>PUSSER'S CO. STORE</i>
<i>Registration No.</i>	1,763,537	<i>Mark</i>	<i>PUSSER'S LANDING</i>
<i>Registration No.</i>	4,283,074	<i>Mark</i>	<i>PUSSER'S WEST INDIES (& Design)</i>
<i>Registration No.</i>	1,277,027	<i>Mark</i>	<i>SPlice THE MAIN BRACE!</i>
<i>Registration No.</i>	3,718,611	<i>Mark</i>	<i>SPlice THE MAIN BRACE!</i>
<i>Registration No.</i>	1,647,762	<i>Mark</i>	<i>THE PUSSER'S CO. STORE & PUB</i>

SCHEDULE "B"

(Foreign Trademark Registrations and Applications)

<i>Anguilla Reg. No. 4484</i>	<i>Mark PUSSER'S</i>
<i>Antigua and Barbuda Reg. No. 2299</i>	<i>Mark PUSSER'S</i>
<i>Aruba Reg. No. 18,002</i>	<i>Mark THE PUSSER'S CO. STORE & PUB</i>
<i>Australia Reg. No. 712727</i>	<i>Mark THE PUSSER'S CO. STORE & PUB</i>
<i>Australian Reg. No. 876792</i>	<i>Mark PUSSER'S</i>
<i>Bahamas Reg. No. 15,088</i>	<i>Mark PUSSER'S CO.</i>
<i>Bahamas Reg. No. 24,809</i>	<i>Mark PUSSER'S</i>
<i>Barbados Reg. No. 81/15464</i>	<i>Mark PUSSER'S</i>
<i>Belize Reg. No. 8999</i>	<i>Mark PUSSER'S</i>
<i>Benelux Reg. No. 518084</i>	<i>Mark THE PUSSER'S CO. STORE & PUB</i>
<i>BES Islands Reg. No. 2872</i>	<i>Mark PUSSER'S</i>
<i>BES Islands Reg. No. 920</i>	<i>Mark PUSSER'S CO.</i>
<i>BES Islands Reg. No. 921</i>	<i>Mark PUSSER'S CO.</i>
<i>British Virgin Islands Reg. No. 2748</i>	<i>Mark THE PUSSER'S CO. STORE & PUB</i>
<i>British Virgin Islands Reg. No. 2749</i>	<i>Mark PUSSER'S</i>
<i>British Virgin Islands Reg. No. 6186</i>	<i>Mark THE PUSSER'S CO. STORE & PUB</i>
<i>Canada Reg. No. 373,465</i>	<i>Mark SPLICE THE MAIN BRACE!</i>
<i>Canada Reg. No. TMA582,349</i>	<i>Mark PUSSER'S</i>
<i>Cayman Islands Reg. No. 1556828</i>	<i>Mark PUSSER'S</i>
<i>China Reg. No. 4688500</i>	<i>Mark PUSSER'S</i>
<i>China Reg. No. 5615706</i>	<i>Mark PUSSER'S</i>
<i>Cuba Reg. No. 126407</i>	<i>Mark PUSSER'S</i>
<i>Curacao Reg. No. 07689</i>	<i>Mark PUSSER'S CO.</i>
<i>Curacao Reg. No. 07690</i>	<i>Mark PUSSER'S CO.</i>

<i>Curacao Reg. No. 08463</i>	<i>Mark PUSSER'S</i>
<i>Denmark Reg. No. VR2001 02441</i>	<i>Mark PUSSER'S</i>
<i>European Community Reg. No. 003886405</i>	<i>Mark PUSSER'S</i>
<i>Germany Reg. No. 2,083,590</i>	<i>Mark PUSSER'S</i>
<i>Gibraltar Reg. No. 9382</i>	<i>Mark PUSSER'S</i>
<i>Grenada Reg. No. 36/97</i>	<i>Mark PUSSER'S</i>
<i>Hong Kong Reg. No. 7559/96</i>	<i>Mark PUSSER'S</i>
<i>Italy Reg. No. 7559/96</i>	<i>Mark PUSSER'S</i>
<i>Jamaica Reg. No. 42168</i>	<i>Mark PUSSER'S</i>
<i>New Zealand Reg. No. 240479</i>	<i>Mark PUSSER'S</i>
<i>New Zealand Reg. No. 638571</i>	<i>Mark PUSSER'S</i>
<i>New Zealand Reg. No. 650432</i>	<i>Mark PUSSER'S</i>
<i>Norway Reg. No. 214046</i>	<i>Mark PUSSER'S</i>
<i>Panama Reg. No. 90263</i>	<i>Mark PUSSER'S</i>
<i>Puerto Rico Reg. No. 90263</i>	<i>Mark PUSSER'S</i>
<i>Russian Federation Reg. No. 3,739,960</i>	<i>Mark PUSSER'S</i>
<i>South Africa Reg. No. 2001/07215</i>	<i>Mark PUSSER'S</i>
<i>Spain Reg. No. 2068915</i>	<i>Mark PUSSER'S</i>
<i>St. Kitts and Nevis Reg. No. 198</i>	<i>Mark PUSSER'S</i>
<i>St. Lucia Reg. No. TM/2005/000159</i>	<i>Mark PUSSER'S</i>
<i>St. Lucia Reg. No. TM/2005/000160</i>	<i>Mark PUSSER'S</i>
<i>St. Marteen Reg. No. 07689 (prior Netherland Antilles Registration Number)</i>	<i>Mark PUSSER'S CO.</i>
<i>St. Marteen Reg. No. 07690 (prior Netherland Antilles Registration Number)</i>	<i>Mark PUSSER'S CO.</i>
<i>St. Marteen Reg. No. 2872</i>	<i>Mark PUSSER'S</i>

Switzerland Reg. No. 418860

Mark PUSSER'S

Trinidad and Tobago Reg. No. 26419

Mark PUSSER'S

Turks and Caicos Islands Reg. No. 12749

Mark PUSSER'S

Ukraine Reg. No. 109212

Mark PUSSER'S

United Kingdom Reg. No. 1556828

Mark PUSSER'S

United Kingdom Reg. No. 3000489

Mark PAINKILLER

SCHEDULE "C"

(Licenses)

1. *MASTER LICENSE AGREEMENT made and entered into as of April 18, 2005 by and between PUSSER'S (2001) LTD., a Nevis business corporation, and CARIBBEAN RESTAURANT CONCEPTS, INC., a Nevada corporation.*
2. *EXCLUSIVE LICENSE AND ROYALTY AGREEMENT made and entered into as of February 1, 2013 by and between PUSSER'S (2001) LTD., a Nevis business corporation, and PUSSERS BRITISH WEST INDIES LTD. a British Virgin Islands company.*
3. *TRADEMARK LICENSE AGREEMENT made and entered into as of November 10, 2001 by and between PUSSER'S (2001) LTD., a Nevis business corporation, and ON DECK BAR GmbH, a German corporation.*
4. *MASTER LICENSE AGREEMENT made and entered into as of October 17, 2012 by and between PUSSER'S (2001) LTD., a Nevis business corporation, and CARIBBEAN RESTAURANT CONCEPTS, INC., a Nevada corporation.*