

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410987

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RWIFC Acquisition, LLC		12/30/2016	Corporation: DELAWARE
RGCC, LLC		12/30/2016	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Univest Bank and Trust Co.
Street Address:	14 North Main St., P.O. Box 197
City:	Souderton
State/Country:	PENNSYLVANIA
Postal Code:	18964-0197
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	1856885	RITA'S REAL ITALIAN ICES
Registration Number:	1946522	BE COOL. EAT A RITA'S.
Registration Number:	3055435	BE COOL. EAT A RITA'S.
Registration Number:	2377177	
Registration Number:	2614810	RITA'S
Registration Number:	4990314	RITA'S CAFE
Registration Number:	2666458	RITA'S ICES CONES SHAKES AND OTHER COOL
Registration Number:	4028402	RITA'S ICE CUSTARD HAPPINESS
Registration Number:	3521372	RITA'S ICE CUSTARD HAPPINESS
Registration Number:	3521406	RITA'S ICE CUSTARD · HAPPINESS ·
Registration Number:	3631989	RITA'S RITA'S ICE · CUSTARD · HAPPINESS
Registration Number:	3897687	RITA'S ICE ·CUSTARD·HAPPINESS LIGHT LINE
Registration Number:	3897688	RITA'S ICE·CUSTARD·HAPPINESS LIGHT LINE
Registration Number:	3845132	RITA'S ICE CUSTARD HAPPINESS COOL CATERI
Registration Number:	5060631	RITA'S ITALIAN ICE ##FROZEN CUSTARD
Registration Number:	3818361	COOL CATERING
Registration Number:	3267319	COOL WHEELS
Registration Number:	3837151	CHERRY CHERRY BANG BANG

OP \$1240.00 1856885

Property Type	Number	Word Mark
Registration Number:	3818339	CHOCOLATE CARAMEL DREAM SUPREME
Registration Number:	3877261	SLENDERITA
Registration Number:	3941912	4TH OF GELATI
Registration Number:	2260069	MISTO
Registration Number:	3150741	MISTO
Registration Number:	3683504	BLENDINI
Registration Number:	4875887	TEX-ICE
Registration Number:	4921628	JUST ICE? THINK TWICE.
Serial Number:	86855481	ICE FLIGHTS
Serial Number:	86704294	RITA'S ITALIAN ICE · FROZEN CUSTARD
Serial Number:	86866012	RITA'S
Serial Number:	86865988	RITA'S
Serial Number:	86865995	RITA'S
Serial Number:	86866000	RITA'S
Registration Number:	1853742	RITA'S REAL ITALIAN WATER ICE
Registration Number:	1851607	RITA'S OLD FASHIONED CUSTARD
Registration Number:	2122544	
Registration Number:	2384763	RITA'S EXPRESS
Registration Number:	2865334	YOU'LL NEVER EAT ICE CREAM AGAIN
Registration Number:	2892411	PHILLY ICES BY RITA'S
Registration Number:	3058087	SWIRLATI
Registration Number:	3109750	RITA'S SQUEEZERS
Registration Number:	3513676	RITACCINO
Registration Number:	3690472	HAVE A HAPPY DAY
Registration Number:	3710154	HAVE A HAPPY DAY
Serial Number:	85573211	BUSTER CUSTARD
Serial Number:	85573215	THE GREAT BLENDINI
Serial Number:	85573221	MISTA MISTO
Serial Number:	85573224	JIL LATI
Serial Number:	85901146	SPIKED ICE BY RITA'S
Registration Number:	3744463	CHERRY CHERRY BANG BANG

CORRESPONDENCE DATA

Fax Number: 2126311241

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: 2127143079

Email: trademarks@whiteandwilliams.com

Correspondent Name: Randy Friedberg

Address Line 1: 7 Times Square, Suite 2900

TRADEMARK

REEL: 005958 FRAME: 0750

Address Line 2: White and Williams LLP
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Randy Friedberg

SIGNATURE: /randyfriedberg/

DATE SIGNED: 01/04/2017

Total Attachments: 31

source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page1.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page2.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page3.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page4.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page5.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page6.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page7.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page8.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page9.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page10.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page11.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page12.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page13.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page14.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page15.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page16.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page17.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page18.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page19.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page20.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page21.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page22.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page23.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page24.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page25.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page26.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page27.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page28.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page29.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page30.tif
source=SAP UNIVEST_RITAS - Patents, Trademarks, Copyrights and Licenses Security Agreement#page31.tif

**PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (this “**Agreement**”) is made effective as of the 30th day of December, 2016 by and among **RWIFC ACQUISITION, LLC, RGCC, LLC** (each an “**Assignor**” and collectively, “**Assignors**”) and **UNIVEST BANK AND TRUST CO.** (“**Assignee**”).

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and among Assignee and Assignors (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Assignee agreed to extend to Assignors a revolving credit facility and a term loan.

B. The Loan Agreement provides, *inter alia*, that Assignors will grant to Assignee a security interest in all of Assignors’ assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interests.**

2.1 **Security Interest.** To secure the complete and timely payment and satisfaction of all Obligations, Assignors hereby pledge to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignors’ right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit “A”**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignors, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit “C”** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the **“Copyrights”**);

(c) license agreements with any other party, whether Assignors is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit “D”** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignors and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the **“Licenses”**); and

(d) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit “B”**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the **“Trademarks”**).

3. **Restrictions on Future Agreements.** Assignors agree that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors will not, without Assignee’s prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignors’s obligations under this Security Agreement or the Loan Agreement and Assignors further agree that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignors represent and warrant that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits “A”, “B”, “C” and “D”**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignors. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignors shall give to Assignee prompt written notice thereof. Assignors hereby authorize Assignee to modify this Security Agreement by amending **Exhibit “A”, “B”, “C” and/or “D”**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignors hereby agree to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee’s lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignors hereby agree that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignors. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations has been paid in full and the Loan Agreement is terminated.

6. **Assignee’s Right to Inspect.** Subject to the provisions of Section 11.7 of the Loan Agreement, Assignee shall have the right, at any time and from time to time, to inspect Assignors’ premises and to examine Assignors’ books, records and operations, including, without limitation, Assignors’ quality control processes. Assignors agree not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee other than in the ordinary course of Assignor’s business.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignors a termination of Assignee’s pledge and security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignors.** Assignors shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors. Assignors shall not abandon any right to file

a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence and during the continuance of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignors, immediately record all assignments previously executed and delivered to Assignee by Assignors and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignors of all rights, title and interest of Assignors in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignors hereby authorize and agree that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignors' name any and all such assignments and agreements and to take any and all other actions in Assignors' name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignors in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, 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. Assignors hereby authorize Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignors' true and lawful attorney-in-fact, with power to (i)

endorse Assignors' name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignors acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Any signature on this Agreement, delivered by Assignors by facsimile, PDF or other electronic transmission shall be deemed to be an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as a document under seal, the day and year first above written.

ASSIGNORS:

RWIFC ACQUISITION, LLC, a Delaware limited liability company

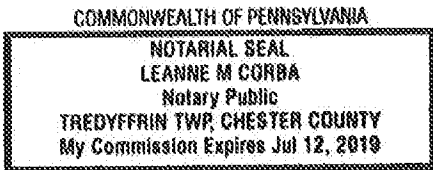
By: [Signature] [SEAL]
Name/Title: Kirk B. Griswold, Chairman & President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF Chester :

On this 29th day of December, 2016, before me, Leanne M. Corba, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared Kirk B. Griswold, the Chairman and President of **RWIFC ACQUISITION, LLC**, a Delaware limited liability company, who I am satisfied is the person who executed or made the foregoing instrument; and he acknowledged that he executed the foregoing instrument as the act of the limited liability company and that he was authorized to execute the foregoing instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
Notary Public
Commission expires: July 12, 2019

[Signature Page to Patents, Trademarks, Copyrights and Licenses Security Agreement]

RGCC, LLC, a Pennsylvania limited liability company

By: [Signature] [SEAL]
Name/Title: Kirk B. Griswold, Chairman & President

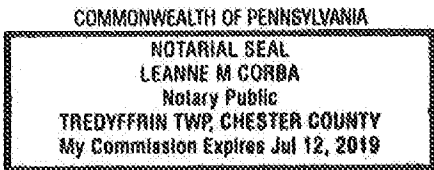
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF Chester :

On this 29th day of December, 2016, before me, Leanne M. Corba, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared Kirk B. Griswold, the Chairman and President of **RGCC, LLC**, a Pennsylvania limited liability company, who I am satisfied is the person who executed or made the foregoing instrument; and he acknowledged that he executed the foregoing instrument as the act of the limited liability company and that he was authorized to execute the foregoing instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public
Commission expires: July 12, 2019



[Signature Page to Patents, Trademarks, Copyrights and Licenses Security Agreement]

EXHIBIT "A"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT
Patents

NONE.


[Exhibit A to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TRADEMARK
REEL: 005958 FRAME: 0759

EXHIBIT "B"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT

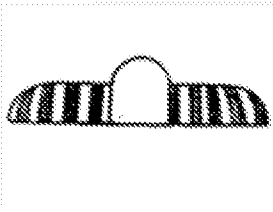
Trademarks

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
RITA'S REAL ITALIAN ICES and Design  SN:74-450150 RN:1,856,885 Disclaimer: "REAL ITALIAN ICES"	Renewed October 4, 2004 Int'l Class: 30 First Use: August 6, 1993 Filed: October 25, 1993 Published: July 12, 1994 Registered: October 4, 1994	(Int'l Class: 30) Water ice	Renewal application was not filed prior to April 4, 2015 final deadline. Registration will be cancelled in due course.
BE COOL. EAT A RITA'S. SN:74-575399 RN:1,946,522	Renewed January 9, 2006 Int'l Class: 30 First Use: August, 1993 Filed: September 19, 1994 Published: October 17, 1995 Registered: January 9, 1996	(Int'l Class: 30) Frozen confections, namely water ice and custard	Renewal application was not filed prior to July 9, 2016 final deadline. Registration will be cancelled in due course.
BE COOL. EAT A RITA'S. SN:78-575667 RN:3,055,435	Renewed January 31, 2016 Int'l Class: 35 First Use:	(Int'l Class: 35) Retail store services featuring italian ice, frozen	Next Renewal due January 31, 2026

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TRADEMARK
REEL: 005958 FRAME: 0760

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
	August, 1993 Filed: February 25, 2005 Published: November 8, 2005 Registered: January 31, 2006	custard and other frozen confections, for consumption on and off the premises	
 SN:75-694665 RN:2,377,177	Renewed Principal Register - Sec. 2(F) August 15, 2010 Int'l Class: 35 First Use: March, 1993 Filed: April 29, 1999 Published: January 25, 2000 Registered: August 15, 2000	(Int'l Class: 35) Retail shops featuring water ice, frozen custard and other frozen confections	Next Renewal due August 15, 2020
RITA'S SN:76-260745 RN:2,614,810	Renewed September 3, 2012 Int'l Class: 35 First Use: June, 1984 Int'l Class: 30 First Use: June 1, 1984 Int'l Class: 7 First Use: April 1, 1997 Filed: May 22, 2001 Published: June 11, 2002 Registered: September 3, 2002	(Int'l Class: 7) Machines for manufacturing and dispensing flavored water ices (Int'l Class: 30) Flavored water ices and frozen desserts (Int'l Class: 35) Retail store services featuring water ice, frozen custard and other frozen confections, for consumption on and off the	Next Renewal due September 3, 2022

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
		premises	
RITA'S CAFE SN:86-717311 RN:4,990,314 Disclaimer: "CAFE"	Registered June 28, 2016 Int'l Class: 35 First Use: March 17, 2016 Filed: August 6, 2015 Published: February 16, 2016 Allowed: April 12, 2016	(Int'l Class: 35) Franchising, namely, offering business management assistance in the establishment and/or operation of restaurants and retail store services featuring flavored ice, water ice, italian ice, frozen custard, frozen confections, donuts and food and beverage items for consumption on and off the premises; retail store services featuring flavored ice, water ice, italian ice, frozen custard, frozen confections, donuts and food and beverage items for consumption on and off the premises	Section 8&15 Affidavit due June 28, 2021
RITA'S ICES CONES SHAKES AND OTHER	Renewed December 24, 2012	(Int'l Class: 30) Flavored water	Next Renewal due December 24, 2022

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
COOL STUFF and Design SN:76-384274 RN:2,666,458	Int'l Class: 30, 35 First Use: March 1, 2001 Filed: March 12, 2002 Published: October 1, 2002 Registered: December 24, 2002	ices and frozen desserts (Int'l Class: 35) Retail store services featuring water ice, frozen custard and other frozen confections, for consumption on and off the premises	
RITA'S ICE CUSTARD HAPPINESS SN:85-240423 RN:4,028,402 Disclaimer: "ICE CUSTARD"	Registered September 20, 2011 Int'l Class: 30, 35 First Use: January 31, 2007 Filed: February 11, 2011 Published: July 5, 2011	(Int'l Class: 30) Flavored ices; frozen confections; frozen custards; italian ice; water ice (Int'l Class: 35) Restaurant franchising, namely, offering business management assistance in the establishment and/or operation of restaurants; retail store services featuring flavored ice, water ice, italian ice, frozen custard and other frozen confections for	Section 8&15 Affidavit due September 20, 2017

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
		consumption on and off the premises	
RITA'S ICE CUSTARD HAPPINESS and Design SN:77-118992 RN:3,521,372 Disclaimer: "CUSTARD" AND "ICE"	Registered 8 & 15 September 12, 2014 Int'l Class: 30, 35 First Use: January, 2007 Filed: February 28, 2007 Published: March 18, 2008 Allowed: June 10, 2008 Registered: October 21, 2008	(Int'l Class: 30) Frozen confections; flavored water ices; frozen custards (Int'l Class: 35) Retail store services featuring italian ice, frozen custard and other frozen confections, for consumption on and off the premises; restaurant franchising	Next Renewal due October 21, 2018
RITA'S ICE CUSTARD · HAPPINESS · and Design SN:77-133246 RN:3,521,406 Disclaimer: "CUSTARD" AND "ICE"	Registered 8 & 15 September 12, 2014 Int'l Class: 43 First Use: January, 2007 Filed: March 16, 2007 Published: March 11, 2008 Allowed: June 3, 2008 Registered: October 21, 2008	(Int'l Class: 43) Restaurant services	Next Renewal due October 21, 2018

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
RITA'S RITA'S ICE · CUSTARD · HAPPINESS and Design SN:77-136999 RN:3,631,989 Disclaimer: "ICE" AND "CUSTARD"	Registered 8 & 15 October 3, 2014 Int'l Class: 35 First Use: April 13, 2007 Filed: March 21, 2007 Published: April 15, 2008 Allowed: July 8, 2008 Registered: June 2, 2009	(Int'l Class: 35) Retail store services featuring italian ice, frozen custard and other frozen confections, for consumption on and off the premises; restaurant franchising	Next Renewal due June 2, 2019
RITA'S ICE .CUSTARD.HAPPINES S LIGHT LINE SN:77-636882 RN:3,897,687 Disclaimer: "ICE CUSTARD" AND "LIGHT LINE"	Registered December 28, 2010 Int'l Class: 30, 35 First Use: January 1, 2009 Filed: December 19, 2008 Published: January 26, 2010 Allowed: April 20, 2010	(Int'l Class: 30) Frozen confections; sugar-free flavored water ices; sugar-free frozen custard (Int'l Class: 35) Retail store services featuring sugar- free italian ice, sugar-free frozen custard, and other sugar- free frozen confections	Section 8&15 Affidavit due December 28, 2016 (6- month grace period ends June 28, 2017)
RITA'S ICE.CUSTARD.HAPPI NESS LIGHT LINE and Design	Registered December 28, 2010 Int'l Class: 30, 35 First Use: January 1, 2009 Filed: December 19, 2008	(Int'l Class: 30) Frozen confections; sugar-free flavored water ices; sugar-free frozen custard (Int'l Class: 35)	Section 8&15 Affidavit due December 28, 2016 (6- month grace period ends June 28, 2017)

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
SN:77-636886 RN:3,897,688 Disclaimer: "ICE CUSTARD" AND "LIGHT LINE"	Published: January 26, 2010 Allowed: April 20, 2010	Retail store services featuring sugar-free italian ice, sugar-free frozen custard, and other sugar-free frozen confections	
RITA'S ICE CUSTARD HAPPINESS COOL CATERING and Design SN:77-931843 RN:3,845,132 Disclaimer: "CUSTARD", "ICE" AND "CATERING"	Registered September 7, 2010 Int'l Class: 43 First Use: March 5, 2009 Filed: February 9, 2010 Published: June 22, 2010	(Int'l Class: 43) Catering	Section 8&15 Affidavit due September 7, 2016 (6-month grace period ends March 7, 2017)
RITA'S ITALIAN ICE FROZEN CUSTARD and Design SN:86-704286 RN:5,060,631 Disclaimer: "ITALIAN ICE FROZEN CUSTARD"	Registered October 11, 2016 Int'l Class: 35 First Use: August 18, 2015 Filed: July 24, 2015 Published: December 15, 2015 Allowed: February 9, 2016	(Int'l Class: 35) Franchising, namely, offering business management assistance in the establishment and/or operation of restaurants and retail store services featuring flavored ice, water ice, italian	Section 8&15 Affidavit due October 11, 2022

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
		ice, frozen custard and other frozen confections for consumption on and off the premises; retail store services featuring flavored ice, water ice, italian ice, frozen custard and other frozen confections for consumption on and off the premises	
<p>COOL CATERING</p> <p>SN:77-922230 RN:3,818,361 Disclaimer: "CATERING"</p>	<p>Registered 8 & 15 October 22, 2015</p> <p>Int'l Class: 43 First Use: March 5, 2009 Filed: January 28, 2010 Published: April 27, 2010 Registered: July 13, 2010</p>	<p>(Int'l Class: 43) Catering</p>	<p>Next Renewal due July 13, 2020</p>
<p>COOL WHEELS</p> <p>SN:77-005430 RN:3,267,319</p>	<p>Registered 8 Accepted August 20, 2012</p> <p>Int'l Class: 35 First Use: June 1, 2006 Filed: September 22, 2006 Published:</p>	<p>(Int'l Class: 35) Mobile vending services for water ice and frozen confections</p>	<p>Section 15 Affidavit may be filed at any time</p> <p>Next Renewal due July 24, 2017</p>

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
	May 8, 2007 Registered: July 24, 2007		
CHERRY CHERRY BANG BANG SN:77-883601 RN:3,837,151	Registered August 24, 2010 Int'l Class: 30 First Use: March 20, 2009 Filed: December 1, 2009 Published: June 8, 2010	(Int'l Class: 30) Cakes; frozen confections; frozen yogurt; frozen yogurt confections	Section 8&15 Affidavit due August 24, 2016 (6-month grace period ends February 24, 2017)
CHOCOLATE CARAMEL DREAM SUPREME SN:77-911656 RN:3,818,339 Disclaimer: "CHOCOLATE CARAMEL"	Registered July 13, 2010 Int'l Class: 30 First Use: May 11, 2009 Filed: January 14, 2010 Published: April 27, 2010	(Int'l Class: 30) Cakes; frozen confections; frozen yogurt; frozen yogurt confections	Section 8&15 Affidavit due July 13, 2016 (6-month grace period ends January 13, 2017)
SLENDERITA SN:77-309648 RN:3,877,261	Registered November 16, 2010 Int'l Class: 30 First Use: March 31, 2008 Filed: October 22, 2007 Published: November 4, 2008 Allowed: February 23, 2010	(Int'l Class: 30) Ice cream	Section 8&15 Affidavit due November 16, 2016 (6- month grace period ends May 16, 2017)
4TH OF GELATI SN:77-939732	Registered April 5, 2011	(Int'l Class: 30) Frozen confections;	Section 8&15 Affidavit due April 5, 2017

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
RN:3,941,912 Disclaimer: "GELATI"	Int'l Class: 30 First Use: June 25, 2010 Filed: February 19, 2010 Published: November 23, 2010 Allowed: January 18, 2011	frozen custards; frozen yogurt; frozen yogurt confections; gelato; ice cream	
MISTO SN:75-306418 RN:2,260,069	Renewed Supplemental Register July 6, 2009 Int'l Class: 30 First Use: June 2, 1997 Filed: June 10, 1997 Published: July 6, 1999 Registered: July 6, 1999	(Int'l Class: 30) Frozen confection featuring frozen custard and/or water ice	Next Renewal due July 6, 2019
MISTO SN:78-660488 RN:3,150,741	Renewed Principal Register - Sec. 2(F) October 3, 2016 Int'l Class: 30 First Use: June 2, 1997 Filed: June 29, 2005 Published: April 4, 2006 Registered: October 3, 2006	(Int'l Class: 30) Frozen confections	Next Renewal due October 3, 2026
BLENDINI SN:77-030160	Registered 8 & 15 September 15, 2015	(Int'l Class: 30) Frozen confections	Next Renewal due September 15, 2019

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
RN:3,683,504	Int'l Class: 30 First Use: January, 2007 Filed: October 26, 2006 Published: May 8, 2007 Allowed: March 10, 2009 Registered: September 15, 2009	consisting of italian ice and frozen custard	
TEX-ICE SN:86-532614 RN:4,875,887	Registered December 22, 2015 Int'l Class: 30 First Use: October 18, 2015 Filed: February 12, 2015 Published: June 30, 2015 Allowed: August 25, 2015	(Int'l Class: 30) Flavored ices; frozen confections; frozen custards; fruit ices; italian ice; water ice	Section 8&15 Affidavit due December 22, 2021
JUST ICE? THINK TWICE. SN:86-578895 RN:4,921,628	Registered March 22, 2016 Int'l Class: 35 First Use: January 1, 2015 Filed: March 27, 2015 Published: January 5, 2016	(Int'l Class: 35) Retail store services featuring water ice, frozen custard and other frozen confections for consumption on and off the premises	Section 8&15 Affidavit due March 22, 2022
ICE FLIGHTS SN:86-855481 Disclaimer: "ICE"	Allowed - Intent to Use Statement of Use - Registration Review Complete	(Int'l Class: 30) Flavored ices; frozen confections;	Statement of Use accepted on December 6, 2016. Certificate of Registration will issue in due course.

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
		consumption on and off the premises	
<u>RITA'S</u> SN:86-866012	Allowed - Intent to Use Notice of Allowance Issued July 26, 2016 Filed: January 5, 2016 Published: May 31, 2016	(Int'l Class: 28) Board games, toy water ice maker in the nature of toy machine used to make frozen water ice and italian ice, toy frozen custard maker, puzzles, slot machines, lottery tickets, scratch cards for playing lottery games, game cards, parlor games, trading card games, tabletop games, playing cards	Statement of Use or Extension Request due January 26, 2017
RITA'S SN:86-865988	Published October 25, 2016 Filed: January 5, 2016	(Int'l Class: 3) Cosmetics, lip balm, lip gloss, nail polish; perfume, body wash, bubble bath, shampoo	Awaiting issuance of Notice of Allowance
<u>RITA'S</u> SN:86-865995	Published October 25, 2016 Filed: January 5, 2016	(Int'l Class: 16) Calendars; diaries; address books; event albums; photo albums; scrapbook	Awaiting issuance of Notice of Allowance




[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
		albums; sticker albums; posters; prints; notebooks; notepads; erasers; pencils; pens; stationery sets comprised of stationery and envelopes; stationery; greeting cards; printed matter, namely, cook books, books, magazines, newsletters and manuals on the subjects of foods, desserts, and entertaining	
RITA'S SN:86-866000	Published October 25, 2016 Filed: January 5, 2016	(Int'l Class: 25) T-shirts; long sleeve shirts; sweatshirts; pajamas; tops; bottoms; pants; shorts; men's boxer shorts; hosiery; flip flops; slippers; baseball caps; ties; headwear; footwear; neckwear; outerwear, namely, jackets, wind-resistant jackets, rain jackets and	Awaiting issuance of Notice of Allowance

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
		coats; belts	
<p>RITA'S REAL ITALIAN WATER ICE and Design</p>  <p>SN:74-285150 RN:1,853,742 Disclaimer: "REAL ITALIAN WATER ICE"</p>	<p>Cancelled - Sec. 8 January 11, 2016</p> <p>Int'l Class: 30 First Use: June 1, 1984 In Commerce: June 15, 1984 Renewed: September 13, 2004</p>	<p>(Int'l Class: 30) Flavored ices</p>	
<p>RITA'S OLD FASHIONED CUSTARD and Design</p>  <p>SN:74-374152 RN:1,851,607 Disclaimer: "OLD FASHIONED CUSTARD"</p>	<p>Cancelled - Sec. 8 January 11, 2016</p> <p>Int'l Class: 30 First Use: March 20, 1992 Renewed: August 30, 2004</p>	<p>(Int'l Class: 30) Frozen custard</p>	
 <p>SN:75-132287 RN:2,122,544</p>	<p>Cancelled - Sec. 8 Supplemental Register September 18, 2004</p> <p>Int'l Class: 42 First Use: March, 1993 Filed:</p>	<p>(Int'l Class: 42) Retail shops featuring water ice, frozen custard and other frozen confections</p>	


[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
	June 17, 1996 Published: December 16, 1997 Registered: December 16, 1997		
RITA'S EXPRESS SN:75-582888 RN:2,384,763 Disclaimer: "EXPRESS"	Cancelled - Sec. 8 June 16, 2007 Int'l Class: 7, 30 First Use: April 1, 1997 Filed: November 4, 1998 Published: June 20, 2000 Registered: September 12, 2000	(Int'l Class: 7) Machines for manufacturing and dispensing flavored water ices (Int'l Class: 30) Flavored water ices	
YOU'LL NEVER EAT ICE CREAM AGAIN SN:75-616903 RN:2,865,334	Cancelled - Sec. 8 February 25, 2011 Int'l Class: 35 First Use: December 28, 1998 Filed: January 7, 1999 Published: March 28, 2000 Registered: July 20, 2004	(Int'l Class: 35) Retail store services featuring water ice, frozen custard and other frozen confections, for consumption on and off the premises	
PHILLY ICES BY RITA'S and Design	Cancelled - Sec. 8 Principal Register - Sec. 2(F) May 13, 2011 Int'l Class: 30 First Use: November 5, 1997 In Commerce:	(Int'l Class: 30) Flavored water ices and frozen desserts	

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
 <p>SN:76-404540 RN:2,892,411 Disclaimer: "PHILLY ICES"</p>	<p>November 6, 1997 Filed: April 15, 2002 Published: August 12, 2003 Registered: October 12, 2004</p>		
<p>SWIRLATI</p> <p>SN:76-585540 RN:3,058,087</p>	<p>Cancelled - Sec. 8 September 21, 2012</p> <p>Int'l Class: 30 First Use: July, 2004 Filed: April 7, 2004 Published: June 14, 2005 Allowed: September 6, 2005 Registered: February 7, 2006</p>	<p>(Int'l Class: 30) Frozen confections</p>	
<p>RITA'S SQUEEZERS</p> <p>SN:76-585541 RN:3,109,750</p>	<p>Cancelled - Sec. 8 February 1, 2013</p> <p>Int'l Class: 30 First Use: July, 2004 Filed: April 7, 2004 Published: September 20, 2005 Allowed: December 13, 2005 Registered:</p>	<p>(Int'l Class: 30) Frozen confections</p>	

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
	June 27, 2006		
RITACCINO SN:77-238772 RN:3,513,676	Cancelled - Sec. 8 May 8, 2015 Int'l Class: 29, 30, 43 First Use: October, 2007 Filed: July 25, 2007 Published: March 11, 2008 Allowed: June 3, 2008 Registered: October 7, 2008	(Int'l Class: 29) Milk-based beverage containing coffee (Int'l Class: 30) Beverages made of coffee; beverages made of espresso; coffee-based and espresso- based drinks, namely, coffee- and espresso- based beverages containing milk (Int'l Class: 43) Restaurant services	
HAVE A HAPPY DAY SN:77-579664 RN:3,690,472	Cancelled - Sec. 8 May 6, 2016 Int'l Class: 30, 35, 43 First Use: September 18, 2008 Filed: September 26, 2008 Published: March 17, 2009 Allowed: June 9, 2009 Registered: September 29, 2009	(Int'l Class: 30) Frozen confections; flavored water ices; frozen custard; all of the foregoing for consumption on and off the premises (Int'l Class: 35) Retail store services featuring italian ice, frozen custard and other frozen confections	

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
		(Int'l Class: 43) Restaurant services	
<p>HAVE A HAPPY DAY</p> <p>SN:77-579684 RN:3,710,154</p>	<p>Cancelled - Sec. 8 June 17, 2016</p> <p>Int'l Class: 30, 35, 43</p> <p>First Use: September 18, 2008</p> <p>Filed: September 26, 2008</p> <p>Published: March 17, 2009</p> <p>Allowed: June 9, 2009</p> <p>Registered: November 10, 2009</p>	<p>(Int'l Class: 30) Frozen confections; flavored water ices; frozen custard; all of the foregoing for consumption on and off the premises</p> <p>(Int'l Class: 35) Retail store services featuring italian ice, frozen custard and other frozen confections</p> <p>(Int'l Class: 43) Restaurant services</p>	
<p>BUSTER CUSTARD</p> <p>SN:85-573211</p> <p>Disclaimer: "CUSTARD"</p>	<p>Abandoned - Failure to Respond May 5, 2014</p> <p>Int'l Class: 35</p> <p>First Use: March 20, 2012</p> <p>Filed: March 19, 2012</p> <p>Published: September 11, 2012</p> <p>Allowed: November 6, 2012</p>	<p>(Int'l Class: 35) Retail store services featuring flavored ice, water ice, italian ice, frozen custard, gelati, and other frozen confections for consumption on and off the premises</p>	

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
<p>THE GREAT BLENDINI</p> <p>SN:85-573215</p>	<p>Abandoned - Failure to Respond March 31, 2014</p> <p>Int'l Class: 35 First Use: March 20, 2012 Filed: March 19, 2012 Published: September 11, 2012 Allowed: November 6, 2012</p>	<p>(Int'l Class: 35) Retail store services featuring flavored ice, water ice, italian ice, frozen custard, gelati, and other frozen confections for consumption on and off the premises</p>	
<p>MISTA MISTO</p> <p>SN:85-573221</p>	<p>Abandoned - Failure to Respond Principal Register - Sec. 2(F) March 31, 2014</p> <p>Int'l Class: 35 First Use: March 20, 2012 Filed: March 19, 2012 Published: January 8, 2013 Allowed: March 5, 2013</p>	<p>(Int'l Class: 35) Retail store services featuring flavored ice, water ice, italian ice, frozen custard, gelati, and other frozen confections for consumption on and off the premises</p>	
<p>JIL LATI</p> <p>SN:85-573224</p>	<p>Abandoned - Failure to Respond March 31, 2014</p> <p>Int'l Class: 35 First Use: March 20, 2012 Filed: March 19, 2012 Published: September 11, 2012</p>	<p>(Int'l Class: 35) Retail store services featuring flavored ice, water ice, italian ice, frozen custard, gelati, and other frozen confections for consumption on</p>	

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services	Notes
	Allowed: November 6, 2012	and off the premises	
SPIKED ICE BY RITA'S and Design SN:85-901146	Abandoned - Failure to Respond March 3, 2014 Filed: April 11, 2013	(Int'l Class: 30) Alcohol-infused italian ice; alcohol-infused flavored ices; alcohol-infused water ices	
CHERRY CHERRY BANG BANG SN:77-769215 RN:3,744,463	Cancelled - Sec. 7(D) March 4, 2010 Int'l Class: 30 First Use: March 20, 2009 Filed: June 26, 2009 Published: November 17, 2009 Registered: February 2, 2010	(Int'l Class: 30) Cakes; frozen confections; frozen yogurt; frozen yogurt confections	

[Exhibit B to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TRADEMARK
REEL: 005958 FRAME: 0780

EXHIBIT "C"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT
Copyrights

NONE.

[Exhibit C to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3

TRADEMARK
REEL: 005958 FRAME: 0781

EXHIBIT "D"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT
Licenses

NONE.

[Exhibit D to Patents, Trademarks, Copyrights and Licenses Security Agreement]

18144588v.3