

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433840

|   |                                      |                                    |                       |
|---|--------------------------------------|------------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                       |                                    |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                    |                                    |                       |
| <b>CONVEYING PARTY DATA</b>   |                                      |                                    |                       |
| <b>Name</b>   | <b>Formerly</b>                      | <b>Execution Date</b>              | <b>Entity Type</b>    |
| Belly, Inc.   |                                      | 07/03/2017                         | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                      |                                    |                       |
| <b>Name:</b>  | Wintrust Bank                        |                                    |                       |
| <b>Street Address:</b>  | 231 South LaSalle Street, 2nd Floor  |                                    |                       |
| <b>City:</b>  | Chicago                              |                                    |                       |
| <b>State/Country:</b>   | ILLINOIS                             |                                    |                       |
| <b>Postal Code:</b>   | 60604                                |                                    |                       |
| <b>Entity Type:</b>   | Chartered Bank: ILLINOIS             |                                    |                       |
| <b>PROPERTY NUMBERS Total: 10</b>   |                                      |                                    |                       |
| <b>Property Type</b>  | <b>Number</b>                        | <b>Word Mark</b>                   |                       |
| <b>Registration Number:</b>   | 4213063                              | BELLY                              |                       |
| <b>Registration Number:</b>   | 4906922                              | BELLY BITES                        |                       |
| <b>Registration Number:</b>   | 4906921                              | BELLY                              |                       |
| <b>Registration Number:</b>   | 4906931                              | BELLY DIGEST                       |                       |
| <b>Registration Number:</b>   | 4906932                              | BELLYCARD                          |                       |
| <b>Serial Number:</b>   | 87200613                             | THE MODERN LOYALTY PLATFORM        |                       |
| <b>Serial Number:</b>   | 87200519                             | BELLY FOR ENTERPRISE               |                       |
| <b>Serial Number:</b>   | 87200476                             | BLUE BY BELLY                      |                       |
| <b>Serial Number:</b>   | 87200532                             | BELLY CORE                         |                       |
| <b>Serial Number:</b>   | 87200561                             | FUTURE-PROOF YOUR LOYALTY SOLUTION |                       |
| <b>CORRESPONDENCE DATA</b>  |                                      |                                    |                       |
| <b>Fax Number:</b>  | 3124996701                           |                                    |                       |
| <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> |                                      |                                    |                       |
| <b>Phone:</b>   | (312) 499-6700                       |                                    |                       |
| <b>Email:</b>   | tapatterson@duanemorris.com          |                                    |                       |
| <b>Correspondent Name:</b>  | Brian P. Kerwin                      |                                    |                       |
| <b>Address Line 1:</b>  | 190 South LaSalle Street, Suite 3700 |                                    |                       |
| <b>Address Line 2:</b>  | Duane Morris LLP                     |                                    |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60603              |                                    |                       |

OP \$265.00 4213063

|  |                   |
|--|-------------------|
| <b>NAME OF SUBMITTER:</b>  | Brian P. Kerwin   |
| <b>SIGNATURE:</b>  | /Brian P. Kerwin/ |
| <b>DATE SIGNED:</b>  | 07/05/2017        |
| <b>Total Attachments: 9</b><br>source=Belly, Inc. (IPSA)#page1.tif<br>source=Belly, Inc. (IPSA)#page2.tif<br>source=Belly, Inc. (IPSA)#page3.tif<br>source=Belly, Inc. (IPSA)#page4.tif<br>source=Belly, Inc. (IPSA)#page5.tif<br>source=Belly, Inc. (IPSA)#page6.tif<br>source=Belly, Inc. (IPSA)#page7.tif<br>source=Belly, Inc. (IPSA)#page8.tif<br>source=Belly, Inc. (IPSA)#page9.tif |                   |

**CONFIRMATORY GRANT  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of July 3, 2017, is made by **BELLY, INC.**, a Delaware corporation (the “**Borrower**”), in favor of **WINTRUST BANK**, an Illinois state chartered bank (together with its successors and assigns, “**Bank**”).

**RECITALS**

**WHEREAS**, Borrower and Bank are parties to that certain Loan and Security Agreement dated as of June 24, 2016, as amended by that certain Amendment No. 1 to Loan and Security Agreement, dated as of the date hereof (as the same may be further amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Bank to make certain loans to Borrower, and (ii) for the grant by Borrower to Bank of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof; and

**WHEREAS**, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Bank. The rights and remedies of Bank with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

**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, Borrower (intending to be legally bound) hereby 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 terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Obligations (other than inchoate indemnity obligations), Borrower hereby confirms its grant of (and does hereby grant) to Bank a continuing security interest in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) 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 hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trademark rights, trade names and tradestyles, brand names, service marks, service mark registrations, service mark applications and service mark rights, in each case whether registered or not, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright rights, copyright registrations, copyright applications and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, 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, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to be filed by Bank with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Bank’s security interest. Bank shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant 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 Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the indefeasible payment in full of the Obligations (other than inchoate indemnity obligations) in cash and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Bank shall execute and deliver any document reasonably requested by Borrower, at Borrower’s sole cost

and expense, as shall be necessary solely to evidence termination of the security interest granted by Borrower to Bank in the Intellectual Property.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held 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 Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Bank; provided, however, Lender is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Borrower after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Bank, its successors, nominees and assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's obligations hereunder without the prior written consent of Bank.

8. Headings; Counterparts. Titles and paragraph headings used herein are for convenience only and shall not substantively modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together 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.

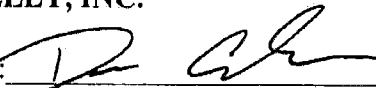
9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Bank shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Bank with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower, and Borrower hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Bank or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Bank, as of the date first written above.

**BELLY, INC.**

By: 

Name: Daniel Gloede

Its: President

Agreed and Accepted:

**WINTRUST BANK**

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

Name: Bailey Eastman Moore

Title: Vice President

Confirmatory Grant of Security Interest in Intellectual Property

**TRADEMARK**

**REEL: 006098 FRAME: 0713**

**IN WITNESS WHEREOF**, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Bank, as of the date first written above.

**BELLY, INC.**

By: \_\_\_\_\_  
Name: Daniel Gloede  
Its: President

Agreed and Accepted:

**WINTRUST BANK**

By: \_\_\_\_\_  
Name: Bailey Eastman Moore  
Title: Vice President

Confirmatory Grant of Security Interest in Intellectual Property

**TRADEMARK**  
**REEL: 006098 FRAME: 0714**



EXHIBIT A

PATENTS

NONE - N/A

EXHIBIT B  
TRADEMARKS

| Mark                               | International Class(es) | Application No. Filing Date | Registration No. Registration Date |
|------------------------------------|-------------------------|-----------------------------|------------------------------------|
| Belly                              | 09                      | N/A                         | 4,213,063<br>9/25/2012             |
| Belly Bites                        | 42                      | N/A                         | 4,906,922<br>3/1/2016              |
| Belly                              | 42                      | N/A                         | 4,906,921<br>3/1/2016              |
| Belly Digest                       | 35; 41                  | N/A                         | 4,906,931<br>3/1/2016              |
| Bellycard                          | 35                      | N/A                         | 4,906,932<br>3/1/2016              |
| Future-Proof Your Loyalty Solution | 35; 42                  | 87,200,561<br>10/12/2016    | N/A                                |
| The Modern Loyalty Program         | 35; 42                  | 87,200,613<br>10/12/2016    | N/A                                |
| belly For Enterprise               | 35; 42                  | 87,200,519<br>10/12/2016    | N/A                                |
| Blue by belly                      | 35; 42                  | 87,200,476<br>10/12/2016    | N/A                                |
| Belly Core                         | 35; 42                  | 87,200,532<br>10/12/2016    | N/A                                |

EXHIBIT C  
COPYRIGHTS

NONE – N/A