

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vosges IP, LLC		08/24/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Byline Bank		
Street Address:	180 N. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	86739824	VOSGES SUPER DARK ELIXIR	
Serial Number:	87176153	LAB: KATRINA MARKOFF	
Serial Number:	86590081	WILD OPHELIA CRAFTED AMERICAN CHOCOLATE	
Serial Number:	86590060	WILD OPHELIA	
Serial Number:	87018521	WILD OPHELIA AMERICAN CRAFTED CHOCOLATE	
Registration Number:	3566893	VOSGES	
Registration Number:	3855316	VOSGES HAUT-CHOCOLAT	
Registration Number:	4018122	VOSGES	
Registration Number:	4124526	VOSGES HAUT CHOCOLAT	
Registration Number:	4843665	VOSGES HAUT CHOCOLAT SUPER DARK	
Registration Number:	4006299	PEACE, LOVE, AND CHOCOLATE	
Registration Number:	4006300	PEACE, LOVE, AND CHOCOLATE	
Registration Number:	2985500	BLACK PEARL	
Registration Number:	2970664	NAGA	
Registration Number:	2970663	WINK OF THE RABBIT	
Registration Number:	3674263	ENCHANTED MUSHROOM	
Registration Number:	4517231	TRAVEL THE WORLD THROUGH CHOCOLATE	
Registration Number:	4489252	AN AMERICAN ROADTRIP THROUGH CHOCOLATE	
Registration Number:	4005175	MO'S	
TRADEMARK			

CH \$590.00 86739824

Property Type	Number	Word Mark
Registration Number:	5116998	SUPER DARK ELIXIR
Registration Number:	5114631	VOSGES HAUT CHOCOLAT 13
Registration Number:	4050772	WILD OPHELIA
Registration Number:	4117661	WILD OPHELIA

CORRESPONDENCE DATA

Fax Number:

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: 312-836-4092
Email: sf-ipdocket@taftlaw.com
Correspondent Name: Matthew R. Godfrey
Address Line 1: 111 E. Wacker Drive, Ste. 2800
Address Line 2: Taft, Stettinius & Hollister LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	NCB04-GN013
NAME OF SUBMITTER:	Matthew R. Godfrey
SIGNATURE:	/Matthew R. Godfrey/
DATE SIGNED:	09/06/2017

Total Attachments: 5
source=Byline-Vosges Trademark Security Agreement#page1.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of August 24, 2017, is made by and among VOSGES IP, LLC, an Illinois limited liability company (the "**Grantor**") in favor of BYLINE BANK, an Illinois state-chartered bank (the "**Lender**"), for itself and the other secured parties from time to time under the Loan Agreement referred to below (the "**Secured Parties**").

WHEREAS, the Grantor has entered into a Loan Agreement of same date herewith (the "**Loan Agreement**"), with the Lender and the other parties thereto;

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement of same date herewith, made by and among the Grantor and the other borrowers of the loans under the Loan Agreement and the Lender (the "**Security Agreement**");

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, for the benefit of itself and the other Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental 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, the parties agree as follows:

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

(a) the trademark registrations and applications set forth in Schedule 1 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. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. 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 Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

6. 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[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:

VOSGES IP, LLC

By: 

Name: KATRINA MARKOFF

Its: AUTHORIZED PERSON

AGREED TO AND ACCEPTED:

LENDER:

BYLINE BANCORP., INC.

By: _____

Name: Andrew Kowalski

Its: Senior Vice President

[Signature Page to Trademark Security Agreement]

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:

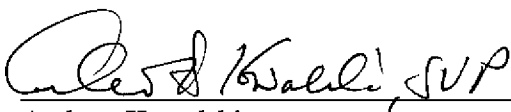
VOSGES IP, LLC

By: _____
Name: _____
Its: _____

AGREED TO AND ACCEPTED:

LENDER:

BYLINE BANK

By:  _____
Name: Andrew Kowalski
Its: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARKS

United States Patent and Trademark Office Registrations:

1. Registration #:3566893 Mark:"VOSGES"
2. Registration #:3855316 Mark:"VOSGES HAUT-CHOCOLAT"
3. Registration #:4018122 Mark:"VOSGES" and design
4. Registration #:4124526 Mark:"VOSGES HAUT CHOCOLAT" and design
5. Registration #:4843665 Mark:"VOSGES HAUT CHOCOLAT SUPER DARK" and design
6. Registration #:4006299 Mark:"PEACE, LOVE, AND CHOCOLATE"
7. Registration #:4006300 Mark:"PEACE, LOVE, AND CHOCOLATE" and design
8. Registration #:2985500 Mark:"BLACK PEARL"
9. Registration #:2970664 Mark:"NAGA"
10. Registration #:2970663 Mark:"WINK OF THE RABBIT"
11. Registration #:3674263 Mark:"ENCHANTED MUSHROOM"
12. Registration #:4517231 Mark:"TRAVEL THE WORLD THROUGH CHOCOLATE"
13. Registration #:4489252 Mark:"AN AMERICAN ROADTRIP THROUGH CHOCOLATE"
14. Registration #:4005175 Mark:"MO'S"
15. Registration #:5116998 Mark:"SUPER DARK ELIXIR"
16. Registration #:5114631 Mark:"VOSGES HAUT CHOCOLAT 13" and design
17. Registration #:4050772 Mark:"WILD OPHELIA"
18. Registration #:4117661 Mark:"WILD OPHELIA" and design

United States Patent and Trademark Office Applications:

19. Serial #:86739824 Mark:"VOSGES SUPER DARK ELIXIR"
20. Serial #:87176153 Mark:"LAB: KATRINA MARKOFF"
21. Serial #:86590081 Mark:"WILD OPHELIA CRAFTED AMERICAN CHOCOLATE"
22. Serial #:86590060 Mark:"WILD OPHELIA" and design
23. Serial #:87018521 Mark:"WILD OPHELIA AMERICAN CRAFTED CHOCOLATE" and design