

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442611

<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>
JBH HOLDING, INC.		09/06/2017	Corporation: DELAWARE
P.K. KINDER CO., INC.		09/06/2017	Corporation: CALIFORNIA
JR KINDER'S ENTERPRISES, INC.		09/06/2017	Corporation: CALIFORNIA
KCM FRANCHISE CORP.		09/06/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONTAGE CAPITAL II, L.P.		
<b>Street Address:</b>	900 East Hamilton Avenue, Suite 100		
<b>City:</b>	Campbell		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95008		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4842072	THIRD CONDIMENT	
<b>Registration Number:</b>	2808724	KINDER'S	
<b>Registration Number:</b>	2877154	KINDER'S	
<b>Registration Number:</b>	3712016		
<b>Registration Number:</b>	3712015	KINDER'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 MIDDLEFIELD ROAD, SUITE 215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		

OP \$140.00 4842072

<b>DATE SIGNED:</b>	09/11/2017
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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 6, 2017 by and between JBJ Holding, Inc., a Delaware corporation (“JBJ”), P.K. Kinder Co., Inc., a California corporation (“Kinder”), JR Kinder’s Enterprises, Inc., a California corporation (“JRK”), KCM Franchise Corp., a California corporation (“KCM”), and Montage Capital II, L.P., a Delaware limited partnership (“Lender”). JBJ, Kinder, JRK and KCM are each referred to herein as a “Grantor” and collectively, as the “Grantors”.

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to JBJ and Kinder under that certain Loan and Security Agreement by and between Lender, JBJ and Kinder dated of even date herewith (as amended from time to time, the “Loan Agreement”); and in connection therewith, JRK and KCM have executed those certain Unconditional Guarantee dated as of even date herewith (the “Guarantees”) to secure such obligations owing by JBJ and Kinder. Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Grantor agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement or the Guarantees and under any other agreement now existing or hereafter arising between Grantors and Lender, each Grantor grants to Lender a security interest in all of such Grantor’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

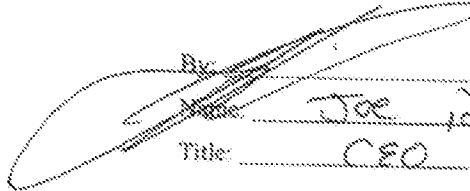
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:


245 Ygnacio Valley Road, Suite 200  
Walnut Creek, CA 94596  
Attn: Joe Rainero -- CEO

**GRANTORS:**

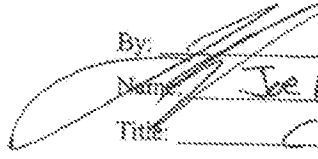
IBJ Holding, Inc.

By:   
Name: Joe Rainero  
Title: CEO

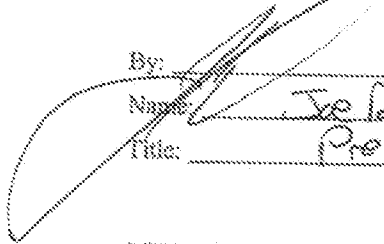
P.K. Kinder Co., Inc.

By:   
Name: Joe Rainero  
Title: CEO

JR Kinder's Enterprises, Inc.

By:   
Name: Joe Rainero  
Title: CEO

KCM Franchise Corp.

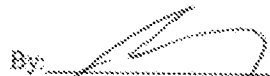
By:   
Name: Joe Rainero  
Title: President

**LENDER:**

Address of Lender:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Eric Gonzales

Montage Capital II, L.P.

By:   
Name: Eric Gonzales  
Title: Managing Director





