

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lenny & Larry's, LLC		05/15/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC		
Street Address:	1450 Brickell Ave., 31st floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86792731	BAKED NUTRITION	
Serial Number:	87873304	FUEL YOUR FUN	
Serial Number:	86884111	LENNY & LARRY'S	
Serial Number:	86570227	LENNY & LARRY'S	
Serial Number:	86597204	LENNY & LARRY'S, COOKIES FOR KIDS	
Serial Number:	86794121	MAKE PROTEIN FUN!	
Serial Number:	77636457	MUSCLE BROWNIE	
Serial Number:	86617430	MUSCLE COOKIE	
Serial Number:	77449816	MUSCLE MUFFIN	
Serial Number:	86643192	THE COMPLETE BREAKFAST BAR	
Serial Number:	86614116	THE COMPLETE BROWNIE	
Serial Number:	86907085	THE COMPLETE CHIP	
Serial Number:	86507354	THE COMPLETE COOKIE	
Serial Number:	87356502	THE COMPLETE GRANOLA	
Serial Number:	86614071	THE COMPLETE MUFFIN	
Serial Number:	87185701	THE COMPLETE PROTEIN BAR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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

Phone: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Amanjot Kaur
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	87249.3
NAME OF SUBMITTER:	Amanjot Kaur
SIGNATURE:	/Amanjot Kaur by trademarkny/
DATE SIGNED:	05/15/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of May 15, 2018 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **WHITEHORSE CAPITAL MANAGEMENT, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 15, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (in each case, other than any Excluded Assets), including the patents, registered trademarks, registered copyrights and pending patent applications and applications for registration of trademarks and copyrights, listed on **Schedule 1** hereto (collectively, the “**Intellectual Property Collateral**”):

(a) All United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the United States Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications therefor; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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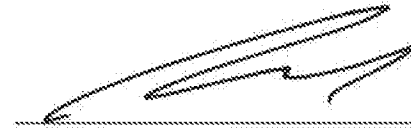
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

LENNY & LARRY'S, LLC,
as a Grantor

By: _____
Name: Apu Mody
Title: Chief Executive Officer

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By:



Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

None.

2. Patents

None.

3. Trademarks

Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date	Owner
BAKED NUTRITION	U.S. Federal	REGISTERED	86792731	5066102	19-OCT-2015	18-OCT-2016	LENNY & LARRY'S, LLC
FUEL YOUR FUN	U.S. Federal	PENDING (ITU)	87873304		11-APR-2018		LENNY & LARRY'S, LLC
LENNY & LARRY'S	U.S. Federal	REGISTERED	86884111	4973312	22-JAN-2016	07-JUN-2016	LENNY & LARRY'S, LLC
LENNY & LARRY'S	U.S. Federal	REGISTERED	86570227	4836537	19-MAR-2015	20-OCT-2015	LENNY & LARRY'S, LLC
LENNY & LARRY'S, COOKIES FOR KIDS	U.S. Federal	PENDING (ITU)	86597204		14-APR-2015		LENNY & LARRY'S, LLC
MAKE PROTEIN FUN!	U.S. Federal	REGISTERED	86794121	5428841	21-OCT-2015	20-MAR-2018	LENNY & LARRY'S, LLC
MUSCLE BROWNIE	U.S. Federal	REGISTERED	77636457	3650738	18-DEC-2008	07-JUL-2009	LENNY & LARRY'S, LLC
MUSCLE COOKIE	U.S. Federal	PENDING (ITU)	86617430		01-MAY-2015		LENNY & LARRY'S, LLC
MUSCLE MUFFIN	U.S. Federal	REGISTERED	77449816	3712822	16-APR-2008	17-NOV-2009	LENNY & LARRY'S, LLC
THE COMPLETE BREAKFAST BAR	U.S. Federal	REGISTERED	86643192	4996149	27-MAY-2015	12-JUL-2016	LENNY & LARRY'S, LLC
THE COMPLETE BROWNIE	U.S. Federal	PENDING (ITU)	86614116		29-APR-2015		LENNY & LARRY'S, LLC
THE COMPLETE CHIP	U.S. Federal	PENDING (ITU)	86907085		13-FEB-2016		LENNY & LARRY'S, LLC
THE COMPLETE COOKIE	U.S. Federal	REGISTERED	86507354	4795096	19-JAN-2015	18-AUG-2015	LENNY & LARRY'S, LLC
THE COMPLETE	U.S.	PENDING	87356502		02-MAR-		LENNY &

Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date	Owner
GRANOLA	Federal	(ITU)			2017		LARRY'S, LLC
THE COMPLETE MUFFIN	U.S. Federal	PENDING (ITU)	86614071		29-APR-2015		LENNY & LARRY'S, LLC
THE COMPLETE PROTEIN BAR	U.S. Federal	PENDING (ITU)	87185701		28-SEP-2016		LENNY & LARRY'S, LLC

Signature Page to Intellectual Property Security Agreement