

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spicin Foods, Inc.		04/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Whitney Bank		
Doing Business As:	Hancock Bank		
Street Address:	8195 Point Meadows Way		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	Chartered Bank: MISSISSIPPI		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5273134	1/9 PAN PROVISIONS	
Registration Number:	4971272	AMERICAN STOCKYARD	
Registration Number:	4182780	DA'BOMB	
Registration Number:	4182781	FIESTA JUAN'S	
Registration Number:	5310044	KETTLEWOOD COMBUSTION CO	
Registration Number:	4182783	MAMA CAPRI	
Registration Number:	4297191	MICRO-BATCH	
Registration Number:	4205012	MOST WANTED	
Registration Number:	3063345	ORIGINAL JUAN	
Registration Number:	4182975	PAIN 100%	
Registration Number:	4179362	PAIN IS GOOD	
Registration Number:	2165408	PAIN IS GOOD	
Registration Number:	4312499	SEÑOR JUAN'S	
CORRESPONDENCE DATA			
Fax Number:	9043011279		
<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>			
Phone:	904-807-8207		

OP \$340.00 5273134

Email: RVermut@dmphlaw.com
Correspondent Name: Richard S. Vermut
Address Line 1: One Independent Drive, Suite 1200
Address Line 4: Jacksonville, FLORIDA 32202

NAME OF SUBMITTER: Richard S. Vermut

SIGNATURE: /Richard S. Vermut/

DATE SIGNED: 05/16/2018

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 2, 2018 (the "Effective Date"), is by and between SPICIN FOODS, INC., a Delaware corporation ("Debtor"), and WHITNEY BANK, a Mississippi state chartered bank, doing business as HANCOCK BANK ("Secured Party"). Debtor and Secured Party collectively are referred to as the "Parties."

PREAMBLE

The Debtor and Secured Party are parties to that certain Loan Agreement of even date herewith (the "Loan Agreement") pursuant to which Secured Party has made loans to Debtor as evidenced by the Notes (as defined in the Loan Agreement). The Debtor has agreed in the Loan Agreement to grant to the Secured Party a security interest in certain collateral as security for the Debtor's obligations pursuant to the provisions contained in the Notes and such Loan Agreement. Accordingly, the Debtor has executed and delivered a Security Agreement of even date herewith, between the Debtor and the Secured Party (the "Security Agreement"). The Security Agreement requires execution, delivery, filing and recordation of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties contained in this Agreement and the Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and covenant as follows:

1. Supplement to Security Agreement.

(a) This Agreement supplements (and does not replace) the provisions contained in the Security Agreement. Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings given to them in the Security Agreement.

(b) The rights and remedies of the Secured Party contained in this Agreement are in addition to, and without prejudice to, the rights and remedies contained in the Security Agreement.

(c) In the event of any conflict between the provisions contained in this Agreement and the provisions contained in the Security Agreement, the provisions contained in the Security Agreement will control.

2. Security Interest and Collateral; Filing and Recording.

(a) To secure Debtor's performance of the Notes and the Security Agreement, and all of Debtor's other Obligations to the Secured Party, Debtor grants to the Secured Party, and creates a continuing and unconditional security interest in favor of the Secured Party in all of the Debtor's interest, right and title in, to and under all of the trademarks identified on Exhibit A to this Agreement, together with the goodwill of the business connected with the use of or symbolized by such trademarks.

(b) Debtor authorizes and requests the USPTO to file and record this Agreement.

3. Further Actions by Debtor.

Debtor will, at its own expense, acknowledge, endorse, execute, file, make and/or deliver to the Secured Party from time to time such certificates, confirmatory assignments, conveyances, financing statements, invoices, reports, schedules, transfer endorsements, vouchers and other assurances or instruments and take such further steps as the Secured Party may require to create, perfect, preserve and protect the security interest granted by this Agreement (collectively, the "Assurance Documents").

4. Limited Power of Attorney.

If Secured Party is unable for any reason to secure Debtor's signature for any of the Assurance Documents, Debtor irrevocably appoints and designates Secured Party and each of its duly authorized managers and officers as Debtor's agent and attorney-in-fact to (a) act for and on Debtor's behalf in connection with the Assurance Documents, (b) to execute, file and record the Assurance Documents, and (c) to do all other lawful acts to further the prosecution of the Assurance Documents with the same legal effect and force as if executed by Debtor. The appointment and designation contained in this Section 4 constitutes an irrevocable power of attorney coupled with an interest.

5. Termination.

When all of the Obligations have been completely and indefeasibly paid and performed in full, and Secured Party no longer has any commitment to advance or lend any funds, or extend credit, under the Notes, this Agreement will terminate.

[The Parties have left the remainder of this page blank intentionally.]

By execution and delivery of their signatures, the Parties evidence their agreement to the provisions contained in this Agreement as of the Effective Date.

DEBTOR:

SPICIN FOODS, INC., a Delaware corporation

By: 

Scott Morse, Chief Executive Officer

SECURED PARTY:

HANCOCK BANK

By: 

Raj Adhikari, Senior Vice President

EXHIBIT A

Trademark Collateral

Registered Trademarks:

Trademark	Country	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
1/9 PAN PROVISIONS	US	Registered	87354871	01-MAR-2017	5273134	22-AUG-2017
AMERICAN STOCKYARD	US	Registered	85867938	06-MAR-2013	4971272	07-JUN-2016
DA'BOMB	US	Registered	85487120	05-DEC-2011	4182780	31-JUL-2012
FIESTA JUAN'S	US	Registered	85487132	05-DEC-2011	4182781	31-JUL-2012
KETTLEWOOD COMBUSTION CO	US	Registered	87353086	28-FEB-2017	5310044	17-OCT-2017
MAMA CAPRI	US	Registered	85487141	05-DEC-2011	4182783	31-JUL-2012
MICRO-BATCH	US	Registered	85492694	12-DEC-2011	4297191	05-MAR-2013
MOST WANTED	US	Registered	85495528	14-DEC-2011	4205012	11-SEP-2012
ORIGINAL JUAN	US	Registered	78581439	07-MAR-2005	3063345	28-FEB-2006
PAIN 100%	US	Registered	85489632	07-DEC-2011	4182975	31-JUL-2012
PAIN IS GOOD	US	Registered	85489603	07-DEC-2011	4179362	24-JUL-2012
PAIN IS GOOD	US	Registered	75230108	22-JAN-1997	2165408	16-JUN-1998
SEÑOR JUAN'S	US	Registered	85692306	01-AUG-2012	4312499	02-APR-2013

Trademark	Country	Status	App No. / Reg. No.	Filing Date / Reg. Date
PAIN IS GOOD	Canada	Registered	App 1262374 / Reg TMA680432	App 23-JUN-2005 / Reg 26-JAN-2007

Trademark Applications:

Mark _____ Application Number _____ Registration Date _____

NONE.