

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEAP, LLC		08/30/2016	Limited Liability Company: MISSOURI
Rebecca Briggs		08/30/2016	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	B & C Designs, LLC
Street Address:	P.O. Box 157
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63006
Entity Type:	Limited Liability Company: MISSOURI
Name:	David Betrus
Street Address:	337 Meadowbrook Dr.
City:	Balwin
State/Country:	MISSOURI
Postal Code:	63011
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Tina M. Betrus
Street Address:	337 Meadowbrook Dr.
City:	Ballwin
State/Country:	MISSOURI
Postal Code:	63011
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4889843	MIRABELLA

CORRESPONDENCE DATA

Fax Number: 8009610363

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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

Phone: (314) 749-4059
Email: pto@yourtrademarkattorney.com
Correspondent Name: Morris E. Turek
Address Line 1: 167 Lamp and Lantern Village, #220
Address Line 4: Chesterfield, MISSOURI 63017-8208

NAME OF SUBMITTER:	Morris E. Turek
SIGNATURE:	/met20/
DATE SIGNED:	04/13/2018

Total Attachments: 3

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SECURITY AGREEMENT

This Security Agreement (the "Agreement") is given effective as of August 30, 2016, by BEAP, LLC, a Missouri limited liability company, and Rebecca Briggs a Missouri resident, jointly and severally ("Debtor"), to B & C DESIGNS, LLC, a Missouri limited liability company, formerly doing business as Mirabella, and David Betrus and Tina M. Betrus (hereinafter referred to collectively as "Secured Party"),

Preliminary Statement. Debtor and Secured Party have entered into that certain Asset Purchase Agreement dated August 8, 2016, together with any addendums or supplements thereto ("Asset Purchase Agreement") and various closing documents dated August 30, 2016, pursuant to which, and subject to the terms and conditions thereof, Debtor has incurred certain obligations to Secured Party. Secured Party has required that Debtor grant to it a security interest in and to the Collateral (as defined below). Debtor now desires to grant to Secured Party a security interest in the Collateral as security for all present and future obligations of Debtor to Secured Party.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Secured Party agree as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following property, wherever located, whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):
 - (a) Inventory. All inventory, including, without limitation, all goods intended for sale, lease, and/or display by Debtor, all raw materials, work in progress, all finished goods and all other materials and supplies of every nature and description used or which might be used in connection with Debtor's business (collectively the "Inventory").
 - (b) Equipment, Fixtures and Tangible Personal Property. All equipment, fixtures, furniture, vehicles, tools, machinery, tangible personal property, office supplies, signs, and all other equipment in any form, and all parts and accessories relating to any of the foregoing, including, without limitation, those items of equipment listed on Exhibit A (if any) attached hereto (collectively the "Equipment").
 - (c) Accounts. All accounts now owned or hereafter acquired by the Debtor, including (a) all accounts receivable, other receivables, book debts and other forms of obligations (including any such obligations that may be characterized as an account or contract right), (b) all of the Debtor's rights in, to and under all purchase orders or receipts for goods or services, (c) all rights to payments due to the Debtor for services rendered or to be rendered by the Debtor, and (d) all collateral security of any kind, given by any account debtor or any other person with respect to any of the foregoing.
 - (d) Products and Proceeds. All cash and non-cash proceeds and products of the property described in subsections (a), (b) and (c) above, and all replacements thereof, all payments under any insurance policy or payments, and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.
 - (e) Intellectual Property. All tradenames, trademarks, servicemarks, copyrights, licenses, recipes and any other intangible assets that are commonly referred to as intellectual property.
2. Security for Obligations. This Agreement secures the payment and performance of the obligations of Debtor to Secured Party which now or hereafter exist under the Asset Purchase Agreement, including (without limitation) the Promissory Note executed by Debtor to Secured Party of even date herewith (the "Note"), and any replacements, renewals, extensions and other modifications of any of the above, together with any interest, fees, expenses and other charges thereon, and any amounts expended by or on behalf of Secured Party for the protection and preservation of the security interest granted herein by Debtor to Secured Party (collectively, the "Obligations").
3. Further Assurances. Debtor:
 - (a) at no charge to Secured Party, shall promptly execute and deliver any instruments necessary, or that Secured Party may reasonable request, in order to perfect and protect any security interest granted or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.
 - (b) hereby authorizes Secured Party to file financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral, without the signature of Debtor to the extent permitted by law. A copy of this Agreement shall be sufficient as a financing statement to the extent permitted by law.
 - (c) will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request from time to time, all in reasonable detail.
 - (d) hereby warrants, covenants and agrees that the Collateral will be kept in St Louis County, Missouri.

4. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers.

5. Debtor Remains Liable. Notwithstanding anything herein to the contrary Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed and the exercise by Secured Party of any of its rights hereunder shall not release Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral.

6. Event of Default. Any of the following events shall constitute an "Event of Default" if not cured within fifteen (15) days of receipt of written notice thereof by Debtor.

(a) the breach or violation of any warranty, covenant or undertaking on Debtor's part (whether caused by the act or default of Debtor or any other person) set forth in this Agreement that materially and adversely affects the value of the Collateral.

(b) the failure of Debtor to perform any Obligations at any time due and owing under this Agreement and materially and adversely affects the value of the Collateral.

(c) the filing on or after the date of this Agreement, by or against Debtor of any petition under the federal bankruptcy laws, or any proceeding for receivership or any insolvency proceeding;

(d) such a change in the financial or other condition of Debtor as in the opinion of Secured Party materially impairs Secured Party's security or materially and adversely affects the value of the Collateral.

(e) the issuance of an attachment, injunction or execution or the assessment or filing of any tax lien or notice thereof against Debtor that Debtor is unable to pay in due course.

(f) the filing of a judgment or other lien against Debtor that materially and adversely affects the value of the Collateral.

(g) a change of control of Debtor or any substantial change in the management of Debtor,

(h) if the security interest purported to be created hereby in the Collateral shall for any reason cease to be a security interest in the Collateral prior to all other security interests; or

(i) a breach of any other of the terms of this Agreement or the Asset Purchase Agreement that materially and adversely affects the value of the Collateral.

(j) failure of debtor to pay secured party under the terms of the promissory note secured by this agreement.

7. Remedies. If any Event of Default shall have occurred and be continuing:

(a) Secured Party shall have the right to take immediate possession of the Collateral, and (i) to require Debtor to assemble the Collateral, at Debtor's expense, and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to all parties, and (ii) to enter any of the premises of Debtor or wherever any of the Collateral shall be located, and to keep and store the same on such premises until sold or otherwise realized upon (and if such premises are the property of Debtor, Debtor agrees not to charge Secured Party for storage thereof).

(b) Secured Party shall have the right to sell or otherwise dispose of all or any Collateral at public or private sale or sales, with such notice as may be required by law, all as Secured Party, in its sole discretion, may deem advisable. The Debtor agrees that ten (10) business days written notice to Debtor of any public or private sale or other disposition of such Collateral shall be reasonable notice thereof, and such sale shall be at such locations as Secured Party may designate in such notice. Secured Party shall have the right to conduct such sales on Debtor's premises, without charge therefor. All public or private sales may be adjourned from time to time in accordance with applicable law. Secured Party shall have the right to sell, lease or otherwise dispose of such Collateral, or any part thereof, for cash, credit or any combination thereof, and Secured Party may purchase all or any part of such Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Obligations.

(c) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or under the Asset Purchase Agreement, all the rights and remedies of a secured party on default under the Uniform Commercial Code as adopted and in force in the State of Missouri, as amended from time to time, or otherwise available at law or in equity.

8. Indemnity and Expenses. Debtor agrees to indemnify Secured Party from and against any and all claims, losses and liabilities arising out of or relating to this Agreement (including, without limitation, enforcement of this Agreement) and Debtor shall upon demand pay to Secured Party the amount of any and all expenses, including, without limitation, the reasonable attorneys' and experts fees, with Secured Party may incur after the occurrence and during the continuance of an Event of Default in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the

exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by Debtor to perform or observe any of the provisions hereof. All such fees, expenses and disbursements shall be deemed Obligations that are secured by this Agreement.

9. Notice. Any notices required shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the respective parties to this Agreement, or to such other address as may be designated by notice to the other parties from time to time. All notices (except for notices concerning changes of address) given in the manner herein set forth shall be deemed given as of the date mailed, as evidenced by the postmark thereon. All other notices (including without limitation, notices concerning changes of address) shall be deemed given as of the date received.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri and Debtor agrees that actions to enforce the Obligations or this Agreement shall be subject to the jurisdiction and venue of the St Louis County Circuit Court; provided, however, that if any of the Collateral shall be located in any jurisdiction other than Missouri, the laws of such jurisdiction shall govern the method, manner and procedure for perfection and foreclosure of Secured Party's lien upon or other interest in such Collateral and the enforcement of Secured Party's other remedies in respect of such Collateral.

11. Miscellaneous. No amendment or waiver of any provision of this Agreement nor consent to any departure by Debtor here from, shall in any event be effective unless the same shall be in writing and signed by the party against whom enforcement of such amendment, waiver or consent is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. If any provision or provisions of this Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on the parties.


IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first above written.

DEBTORS: BEAP, LLC, a Missouri limited liability company, and Rebecca Briggs, jointly and severally

By: 
Rebecca Briggs, Managing Member


Rebecca Briggs, Individually


SECURED PARTY: B & C DESIGNS, LLC, a Missouri limited liability company, or its successors or assigns.

By: 
David Betrus, Managing Member

STATE OF MISSOURI, COUNTY OF ST. LOUIS) SS.

On August 30, 2016, before me, the undersigned Notary Public, personally appeared Rebecca Briggs, known to me to be the person described in and who executed the foregoing Security Agreement and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State aforesaid, on the day and year last above written.


Notary Public
My Commission Expires December 19, 2018

