

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480440

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|-----------------------------------|----------------------------------|---------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RSJ VENTURES, LLC | | 06/26/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PACIFIC WESTERN BANK | | |
| Street Address: | 406 BLACKWELL STREET | | |
| Internal Address: | SUITE 240 | | |
| City: | DURHAM | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27701 | | |
| Entity Type: | STATE CHARTERED BANK: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 24 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5275525 | CHEF'S CUT REAL TURKEY JERKY | |
| Registration Number: | 5275521 | CHEF'S CUT REAL STEAK JERKY | |
| Registration Number: | 5275505 | CHEF'S CUT REAL CHICKEN JERKY | |
| Registration Number: | 5229819 | CHEF'S CUT REAL TURKEY JERKY | |
| Registration Number: | 5229818 | CHEF'S CUT REAL STEAK JERKY | |
| Registration Number: | 5229817 | CHEF'S CUT REAL CHICKEN JERKY | |
| Registration Number: | 5224955 | CHEF'S CUT REAL PORK JERKY | |
| Registration Number: | 5224894 | CHEF'S CUT REAL SNACK STICKS | |
| Registration Number: | 5047078 | CHEF'S CUT REAL JERKY | |
| Registration Number: | 5028858 | CHEF'S CUT REAL BACON JERKY | |
| Registration Number: | 4665667 | CHEF'S CUT REAL JERKY | |
| Registration Number: | 4665666 | CHEF'S CUT REAL JERKY | |
| Registration Number: | 4643505 | CHEF'S CUT REAL JERKY | |
| Registration Number: | 4603499 | CHEF'S CUT REAL JERKY | |
| Registration Number: | 5460475 | TAKE THE CHEF WITH YOU | |
| Registration Number: | 5444385 | CHEF'S CUT REAL MEAT BARS | |
| Registration Number: | 5444384 | CHEF'S CUT REAL MEAT BARS | |
| Serial Number: | 87411858 | MORE TENDER THAN A METHOD ACTOR | |
| TRADEMARK | | | |

CH \$615.00 5275525

| Property Type | Number | Word Mark |
|----------------|----------|-------------------------------------|
| Serial Number: | 87368502 | CHEF'S CUT REAL JERKY CO. |
| Serial Number: | 87354998 | CHEF'S CUT TO-GO |
| Serial Number: | 87411854 | SNACK LIKE YOU JUST IPO'D |
| Serial Number: | 87411850 | STEAKHOUSE QUALITY, MINUS THE HOUSE |
| Serial Number: | 87354995 | CHEF'S CUT REAL SNACKS |
| Serial Number: | 87354982 | CHEF'S CUT REAL BREAKFAST |

CORRESPONDENCE DATA

Fax Number: 9193541278

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: (919) 314-3114

Email: diligencereview@square1bank.com

Correspondent Name: PACIFIC WESTERN BANK

Address Line 1: 406 BLACKWELL STREET

Address Line 2: SUITE 240

Address Line 4: DURHAM, NORTH CAROLINA 27701

| | |
|---------------------------|----------------------|
| NAME OF SUBMITTER: | NICHOLAS NANCE |
| SIGNATURE: | /NICHOLAS NANCE-JLT/ |
| DATE SIGNED: | 07/03/2018 |

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 26, 2018 by and between PACIFIC WESTERN BANK, a California state chartered bank ("**Bank**") and RSJ VENTURES, LLC, a Delaware limited liability company ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of August 1, 2016 (as the same may be amended, modified or supplemented from time to time, including without limitation by that certain Fifth Amendment to Loan and Security Agreement dated of even date herewith, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or now or hereafter existing at law or in

equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

GRANTOR:

Address of Grantor:

515 W. 20th Street, Suite 4W
New York, NY 10011

RSI VENTURES, LLC

By: [Signature]

Name: BART Shustro

Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: [Signature]

Name: Andrew Channam

Title: VP

EXHIBIT A
COPYRIGHTS

| Description | Registration Number | Registration Date |
|-------------|---------------------|-------------------|
| None | | |
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EXHIBIT B

PATENTS

| Description | Application Number OR Patent Number | Application OR Filing Date |
|-------------|---|-------------------------------|
| None | | |
| | | |
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EXHIBIT C
TRADEMARKS

| | Description | Registration/Serial Number | Registration/ Application Date |
|----|---|----------------------------|--------------------------------|
| 1. | MORE TENDER THAN A METHOD ACTOR | 87411858 | April 14, 2017 (filing date) |
| 2. | TAKE THE CHEF WITH YOU | 5460475 | 05/01/2018 |
| 3. | CHEF'S CUT REAL JERKY CO. | 87368502 | 03/13/2017 (filing date) |
| 4. | CHEF'S CUT REAL MEAT BARS | 5444385 | 04/10/2018 |
| 5. | CHEF'S CUT REAL MEAT BARS | 5444384 | 04/10/2018 |
| 6. | CHEF'S CUT TO-GO | 87354998 | 03/01/2017 (filing date) |
| 7. | SNACK LIKE YOU JUST IPO'D | 87411854 | 04/14/2017 (filing date) |
| 8. | STEAKHOUSE QUALITY, MINUS THE HOUSE | 87411850 | 04/14/2017 (filing date) |
| 9. | CHEF'S CUT REAL SNACKS | 87354995 | 03/01/2017 (filing date) |

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|-----|----------------------------------|----------|--------------------------|
| 10. | CHEF'S CUT REAL BREAKFAST | 87354982 | 03/01/2017 (filing date) |
| 11. | CHEF'S CUT REAL TURKEY JERKY | 5275525 | 08/29/2017 |
| 12. | CHEF'S CUT REAL STEAK JERKY | 5275521 | 08/29/2017 |
| 13. | CHEF'S CUT REAL CHICKEN JERKY | 5275505 | 08/29/2017 |
| 14. | CHEF'S CUT REAL TURKEY JERKY | 5229819 | 06/20/2017 |
| 15. | CHEF'S CUT REAL STEAK JERKY | 5229818 | 06/20/2017 |
| 16. | CHEF'S CUT REAL CHICKEN JERKY | 5229817 | 06/20/2017 |
| 17. | CHEF'S CUT REAL PORK JERKY | 5224955 | 06/13/2017 |
| 18. | CHEF'S CUT REAL SNACK STICKS | 5224894 | 06/13/2017 |
| 19. | CHEF'S CUT REAL JERKY | 5047078 | 09/20/2016 |
| 20. | CHF'S CUT REAL BACON JERKY | 5028858 | 08/23/2016 |

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|-----|--------------------------|---------|------------|
| 21. | CHEF'S CUT REAL JERKY | 4665667 | 01/06/2015 |
| 22. | CHEF'S CUT REAL JERKY | 4665666 | 01/06/2015 |
| 23. | CHEF'S CUT REAL JERKY | 4643505 | 11/25/2014 |
| 24. | CHEF'S CUT REAL JERKY | 4603499 | 09/09/2014 |