

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477069

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boudin IP, Inc.		05/31/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	J. Robert McCourt
<b>Street Address:</b>	50 Francisco Street, Suite 200
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94133
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Matthew Dowling
<b>Street Address:</b>	50 Francisco Street, Suite 200
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94133
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
<b>Registration Number:</b>	5285308	SAN FRANCISCO SOURDOUGH CRISPS
<b>Registration Number:</b>	4101733	THE ONLY BREAD BAKED FRESH ON FISHERMAN'
<b>Registration Number:</b>	4094814	SAN FRANCISCO SOURDOUGH CRISPS
<b>Registration Number:</b>	4075153	CHOWDER HUT GRILL
<b>Registration Number:</b>	3925191	SAN FRANCISCO WHARF CLAM CHOWDER
<b>Registration Number:</b>	4409868	THE ORIGINAL SAN FRANCISCO SOURDOUGH
<b>Registration Number:</b>	4337964	SAN FRANCISCO BOUDIN B SOURDOUGH SINCE 1
<b>Registration Number:</b>	4345920	BOUDIN
<b>Registration Number:</b>	3717000	SAN FRANCISCO BOUDIN SINCE B 1849 SOURDO
<b>Registration Number:</b>	3503061	BOUDIN
<b>Registration Number:</b>	3503060	BOUDIN
<b>Registration Number:</b>	3538792	BOUDIN   SF
<b>Registration Number:</b>	4251951	THE ORIGINAL SAN FRANCISCO SOURDOUGH

OP \$540.00 5285308

Property Type	Number	Word Mark
Registration Number:	3746360	SAN FRANCISCO BOUDIN B SOURDOUGH SINCE 1
Registration Number:	2077959	SAN FRANCISCO WHARF
Registration Number:	1667918	(SAY "BO-DEEN") B BOUDIN. SOURDOUGH FREN
Registration Number:	1662055	BOUDIN SOURDOUGH BAKERY & CAFE
Registration Number:	1500039	THE ORIGINAL SOURDOUGH SAN FRANCISCO SIN
Registration Number:	1087413	BOUDIN
Registration Number:	3690990	BOUDIN   SF BREAKFAST · LUNCH · DINNER ·
Serial Number:	87626921	LARRABURU

**CORRESPONDENCE DATA**

Fax Number: 4159891663

*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: 415-772-5739

Email: tm@cpdb.com

Correspondent Name: Karen S. Frank

Address Line 1: Coblenz Patch Duffy & Bass LLP

Address Line 4: San Francisco, CALIFORNIA 94104

**NAME OF SUBMITTER:** Karen S. Frank

**SIGNATURE:** /karen s. frank/

**DATE SIGNED:** 06/06/2018

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is entered into as of May 31, 2018, by and among Boudin IP, Inc., a Delaware corporation ("Boudin IP"), Andre-Boudin Bakeries, Inc., a California corporation ("ABBI," and together with Boudin IP, the "Grantors"), J. Robert McCourt, an individual ("McCourt") and Matthew Dowling, an individual ("Dowling," and together with McCourt, the "Secured Parties"). Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement (as defined herein).

### WITNESSETH:

A. Reference is made to that certain Security Agreement, dated of even date herewith, by and among Boudin Holdings, Inc., a Delaware corporation and the sole stockholder of ABBI and Boudin IP ("Holdings"), the Grantors, certain other subsidiaries and affiliates of Holdings, and the Secured Parties (the "Security Agreement"), which secures certain now existing and future arising obligations owing to the Secured Parties under the McCourt-Dowling Note.

B. Pursuant to the terms of the Security Agreement, each Grantor has granted to each Secured Party a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all Intellectual Property Collateral (as defined herein), to secure the payment of the Secured Obligations.

C. In accordance with the terms of the Security Agreement, each Grantor may, from time to time, be required to execute and deliver to the Secured Parties certain additional documents and/or agreements to perfect each Secured Party's security interest in the Intellectual Property Collateral and, in furtherance thereof, the parties hereto enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees, for the benefit of each Secured Party, as follows:

1. **Grant of Security Interest**. Each Grantor hereby grants to each Secured Party, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (a) all of its patents, patent applications and patent licenses to which it is a party,
- (b) all of its registered and unregistered trademarks and the goodwill of the business symbolized by each, including the trademark registrations and applications listed on Schedule 1 attached hereto, and any related licenses to which it is a party,
- (c) all of its registered and unregistered copyrights, including the copyright registrations listed on Schedule 2 attached hereto, and any related licenses to which it is a party;
- (d) any reissues, continuations or extensions of any of the foregoing and all goodwill associated therewith;
- (e) all trade names and domain names; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by a Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of the foregoing.

Items 1(a) through (f) are collectively referred to herein as the "Intellectual Property Collateral".

2. Security Agreement. This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of each Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Miscellaneous. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of California.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

**BOUDIN IP, INC.,**  
a Delaware corporation

By: 

Name: Louis J. Giraud

Title: Co-Chairperson of the Board of  
Directors

**ANDRE-BOUDIN BAKERIES, INC.,**  
a California corporation

By: 

Name: Louis J. Giraud

Title: Co-Chairperson of the Board of  
Directors

**J. ROBERT MCCOURT,**

an individual

By: 

J. Robert McCourt

**MATTHEW DOWLING,**

an individual

By: 

Matthew Dowling

[Signature page to IP Security Agreement]



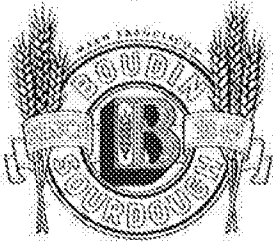

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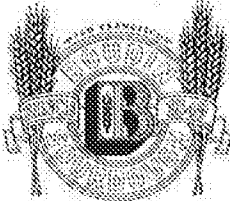
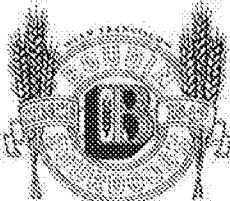

**TRADEMARK**  
**REEL: 006401 FRAME: 0425**

**SCHEDULE 1**

Trademarks

**US Trademark Registrations**

<b>Trademark</b>	<b>Application/ Registration No.</b>	<b>Owner</b>
SAN FRANCISCO SOURDOUGH CRISPS	5285308	Boudin IP, Inc.
	4101733	Boudin IP, Inc.
SAN FRANCISCO SOURDOUGH CRISPS	4094814	Boudin IP, Inc.
	4075153	Boudin IP, Inc.
SAN FRANCISCO WHARF CLAM CHOWDER	3925191	Boudin IP, Inc.
THE ORIGINAL SAN FRANCISCO SOURDOUGH	4409868	Boudin IP, Inc.
	4337964	Boudin IP, Inc.
BOUDIN	4345920	Boudin IP, Inc.
	3717000	Boudin IP, Inc.
BOUDIN	3503061	Boudin IP, Inc.
<b>BOUDIN</b>	3503060	Boudin IP, Inc.

BOUDIN   SF	3538792	Boudin IP, Inc.
THE ORIGINAL SAN FRANCISCO SOURDOUGH	4251951	Boudin IP, Inc.
	3746360	Boudin IP, Inc.
SAN FRANCISCO WHARF	2077959	Boudin IP, Inc.
	1667918	Boudin IP, Inc.
BOUDIN SOURDOUGH BAKERY & CAFE	1662055	Boudin IP, Inc.
	1500039	Boudin IP, Inc.
BOUDIN	1087413	Boudin IP, Inc.
<b>BOUDIN   SF</b> BREAKFAST   LUNCH   DINNER   SOURDOUGH	3690990	Boudin IP, Inc.
LARRABURU	87626921	Boudin IP, Inc.

**SCHEDULE 2**

Copyrights

<b>Title</b>	<b>Copyright No.</b>	<b>Owner(s)</b>
BOUDIN SOURDOUGH PACKAGING.	VA0001775710	Pentagram Design, Inc.; Boudin IP, Inc.
BOUDIN OPERATIONS TRAINING MANUAL	TX0002701414	Andre-Boudin Bakeries, Inc.
BOUDIN CATALOGUE: THE CELEBRATED TASTES OF SAN FRANCISCO	TX0004646106	Andre-Boudin Bakeries, Inc.
HOLIDAY GIFT CATALOGUE.	TX0004581877	Andre-Boudin Bakeries, Inc.