# OP \$215.00 87975275

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM480013

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Mochi Ice Cream Company		06/28/2018	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	GLADSTONE BUSINESS LOAN LLC	
Street Address:	1521 Westbranch Drive	
City:	McLean	
State/Country:	VIRGINIA	
Postal Code:	22102	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	87975275	MY/MO
Registration Number:	4272461	FLAVOR YOUR DREAMS
Registration Number:	4125670	MOCHILATO
Registration Number:	3970830	MOCHILATO
Registration Number:	1934454	MOCHI
Registration Number:	1903718	MIKAWAYA
Serial Number:	87682275	MOCHI BAR
Serial Number:	87558701	MY/MO

## CORRESPONDENCE DATA

**Fax Number:** 2027995000

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:** 2027994000

**Email:** gregory.esau@dlapiper.com

Correspondent Name: Gregory Esau

Address Line 1: 500 Eighth Street, NW Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Gregory Esau
SIGNATURE:	/Gregory Esau/

TRADEMARK REEL: 006402 FRAME: 0772

	DATE SIGNED:	06/29/2018		
	Total Attachments: 3			
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TRADEMARK REEL: 006402 FRAME: 0773

# **GRANT OF A SECURITY INTEREST – TRADEMARKS**

This Grant of Security Interest is made this 28<sup>th</sup> day of June, 2018, by and among THE MOCHI ICE CREAM COMPANY (the "*Grantor*") in favor of Gladstone Business Loan, LLC, as successor in interest to Gladstone Capital Corporation, as the Lender (in such capacity, together with its successors and assigns, if any, the "*Grantee*").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 3, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under all of Grantor's trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, slogans, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for all of the foregoing, and all goodwill associated therewith and symbolized thereby, including without limitation all modifications and renewals of same, including without limitation the trademark registrations and trademark applications set forth on the attached <u>Schedule A</u> (the "*Trademarks*") and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, Grantor has adopted, used and is using, and holds all right, title and interest in and to, the Trademarks and has the ability to enter into this Grant of Security Interest with respect to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The Grantor agrees to take any further actions reasonably requested by Grantee to assist in Grantee's perfection of the security interest granted herein, including without limitation, the execution of documentation or recordation of assignment documentation with relevant intellectual property offices. Grantor hereby authorizes Grantee to record this Grant of Security Interest against any of Grantor's Trademarks acquired or applied for in the future, without supplementation of Schedule A attached hereto.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date above.

THE MOCHI ICE CREAM COMPANY

By:

Name:/Martin A. Sarafi

Title: Vice President and Treasurer

TRADEMARK
REEL: 006402 FRAME: 0775

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

#	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark
1.	My/Mo (word and design)	87975275	04-19-2016	5220026	06-06-2017	Registered
2.	Flavor Your Dreams (block letters)	77242617	07-30-2007	4272461	01-08-2013	Registered
3.	Mochilato (block letters)	77218631	06-29-2007	4125670	04-10-2012	Registered
4.	Mochilato (block letters)	77050928	11-27-2006	3970830	05-31-2011	Registered
5.	Mochi (stylized letters)	74550170	07-18-1994	1934454	11-07-1995	Renewed (Registered)
6.	Mikawaya (word only)	74443303	10-04-1993	1903718	07-04-1995	Renewed (Registered)
7.	Mochi Bar (block letters)	87682275	11-13-2017	N/A	N/A	Pending
8.	My/Mo (block letters)	87558701	08-07-2017	5386698	01-23-2018	Registered

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**RECORDED: 06/29/2018** 

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