

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAYNE BAILEY PRODUCE CO., LLC		10/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GEMCAP LENDING I, LLC		
Street Address:	24955 Pacific Coast Highway		
Internal Address:	Suite A202		
City:	Malibu		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4082792	GEORGE FOODS	
Registration Number:	1611450	GIRL WATCHER	
Registration Number:	1584999	GOOD-BUY A GOOD-BUY	
Registration Number:	2178603	LPB	
Registration Number:	2312865	NUTRITIONAL ALL STARS	
Registration Number:	2121715	NUTRITIONAL BRIDGE TO THE 21ST CENTURY	
Registration Number:	2344240	NUTRITIONALLY FRESH	
Registration Number:	5307524	PETITELINGS	
Registration Number:	5307523	SWEET POTATO PETITELINGS	
Registration Number:	1577996	PLAYBOY	
Registration Number:	1584997	PLAY BOY	
Registration Number:	1584998		
Registration Number:	4160022	SWEET POTATO FRIES SWEET SENSATIONS THE	
Registration Number:	4070146	SWEET POTATO FRIZZLES	
Registration Number:	2105367	SWEET POTATO HEARTS	
Registration Number:	2176926	THE LOUISIANA PLAYBOY	
Registration Number:	2175137	"WITH THAT CAJUN BETA CAROTENE BEAT ...	
Registration Number:	4056299	YOU CHOOSE HOW THEY SIZZLE - BAKED OR FR	
TRADEMARK			

OP \$465.00 4082792

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Melony Sot**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 1007367 TM**NAME OF SUBMITTER:** Michael Berens**SIGNATURE:** /Michael Berens/**DATE SIGNED:** 11/02/2018**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This Patent Trademark Security Agreement, dated as of October 3, 2018 (this "Agreement"), made by **WAYNE BAILEY PRODUCE CO., LLC**, a Delaware limited liability company with a principal place of business located at 490 Old US Hwy 74, Chadbourn, NC 28431 ("Grantor"), in favor of GEMCAP LENDING I, LLC, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor anticipates having an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan

Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest which will become a second priority security interest following Grantor's financing with CFG Financial Services, LLC, in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

WAYNE BAILEY PRODUCE CO., LLC

By: *R. Steding Cook, Jr.*
Name: *R. Steding Cook, Jr.*
Title: *Manager*

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: _____
David Ellis, Co-President

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

WAYNE BAILEY PRODUCE CO., LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: 

David Ellis, Co-President

[SIGNATURE PAGE --TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Trademarks

Trademarks

Trademark	Filing Date	Serial No	Reg No	Reg. Date
George Foods	15-Apr-2011	85296428	4082792	10-Jan-2012
Girl Watcher	15-May-1989	73799880	1611450	28-Aug-1990
Good-Buy A Good-Buy	15-May-1989	73799851	1584999	27-Feb-1990
LPB	25-Aug-1997	75346345	2178603	04-Aug-1998
Nutritional All Stars	25-Aug-1997	75346347	2312865	01-Feb-2000
Nutritional Bridge to the 21 st Century	09-Jan-1997	75222926	2121715	16-Dec-1997
Nutritionally Fresh	05-Aug-1999	75768188	2344240	18-Apr-2000
Petitelings	14-Apr-2016	87000570	5307524	10-Oct-2017
Sweet Potato Petitelings	14-Apr-2016	87000542	5307523	10-Oct-2017
Playboy	15-May-1989	73799881	1577996	16-Jan-1990
Play Boy	15-May-1989	73799845	1584997	27-Feb-1990
Playboy Design	15-May-1989	73799849	1584998	27-Feb-1990
Sweet Potato Fries-Sweet Sensations-The Sensible Side	15-Apr-2011	85296310	4160022	19-Jun-2012
Sweet Potato Frizzles	15-Apr-2011	85296242	4070146	13-Dec-2011
Sweet Potato Hearts	15-Oct-1996	75181329	2105367	14-Oct-1997
The Louisiana Playboy	25-Aug-1997	75346348	2176926	28-Jul-1998
With That Cajun Beta Carotene Beat ... And Good To Eat	25-Aug-1997	75346344	2175137	21-Jul-1998
You Choose How They Sizzle – Baked or Fried	15-Apr-2011	85296192	4056299	15-Nov-2011

Domain Names

sweetpotatoes.com

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of October 3, 2018 made by **WAYNE BAILEY PRODUCE CO., LLC**, a Delaware limited liability company with a principal place of business located at 490 Old US Hwy 74, Chadbourn, NC 28431 ("Assignor").

RECITALS:

WHEREAS, Assignor anticipates having an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and GemCap Lending I, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of September 21, 2018 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

WAYNE BAILEY PRODUCE CO., LLC

By: _____

Name: _____

Title: _____

EXHIBIT 1

Trademarks

Trademarks

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