

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528393

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CD Fund, LLC		05/15/2019	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cherry Bros., LLC		
<b>Street Address:</b>	707 N. Valley Forge Rd.		
<b>City:</b>	Lansdale		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19446		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4707192	AMERICA'S FUNDRAISING COMPANY	
<b>Registration Number:</b>	5565720	C CHERRYDALE	
<b>Registration Number:</b>	2846015	CHEERLEADER USA	
<b>Registration Number:</b>	1408811	CHERRYDALE FARMS	
<b>Registration Number:</b>	1791779	CHERRYDALE FARMS	
<b>Serial Number:</b>	87791384	DON8 U POWERED BY C CHERRYDALE	
<b>Registration Number:</b>	5578978	DON8ZONE DON8 U POWERED BY CHERRYDALE	
<b>Registration Number:</b>	5574664	DON8 ZONE FUNRUN POWERED BY C CHERRYDALE	
<b>Registration Number:</b>	5574662	DON8 ZONE GLOW RUN POWERED BY C CHERRYDA	
<b>Registration Number:</b>	5574660	DON8ZONE POWERED BY C CHERRYDALE	
<b>Registration Number:</b>	5578979	DON8ZONE POWERED BY CHERRYDALE	
<b>Registration Number:</b>	4497635	IT'S MORE THAN JUST DOUGH	
<b>Registration Number:</b>	3236758	THE CANDY CANE HOLIDAY SHOPPE	
<b>Registration Number:</b>	4510107	THE CHIP SHOPPE	
<b>Registration Number:</b>	4497612	THE CHIP SHOPPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159651331		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

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

**Phone:** 2159651388  
**Email:** blabutta@panitchlaw.com  
**Correspondent Name:** Bridget H Labutta  
**Address Line 1:** 2001 Market Street, Suite 2800  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>NAME OF SUBMITTER:</b>	Bridget H Labutta
<b>SIGNATURE:</b>	/BHLabutta/
<b>DATE SIGNED:</b>	06/19/2019

**Total Attachments: 9**  
source=Cherry Bros Security Interest#page1.tif  
source=Cherry Bros Security Interest#page2.tif  
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source=Cherry Bros Security Interest#page9.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 15, 2019, is made between, on the one hand, **CD Fund, LLC**, a Colorado limited liability company ("Debtor"), and, on the other hand, **Cherry Bros., LLC**, a Delaware limited liability company, its lawful successors and assigns, including without limitation any subsequently appointed trustee or other representative of the bankruptcy estates established pursuant to 11 U.S.C. § 541 in Joint Case No. 19-11644 pending in the United States Bankruptcy Court for the Eastern District of Pennsylvania (collectively, "Secured Party").

Debtor and Secured Party hereby agree as follows:

### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Purchase Agreement" means that certain Asset Purchase Agreement, dated April 3, 2019, as amended to date, entered into between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Security Agreement, dated on or about the date hereof, executed by Debtor in favor of Secured Party.

"UCC" means the Uniform Commercial Code as in effect in the State of Colorado.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not necessarily exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

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SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the obligations of Debtor to pay the deferred purchase price and other obligations due Secured Party under the Purchase Agreement and for all obligations due from Debtor to Secured Party under the Security Agreement (sometimes collectively herein, the "Obligations"), Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and mortgage to, all of Debtor's right, title and interest in, to and under the following property acquired from Secured Party under and to the extent included within the term "Acquired Assets" under the Purchase Agreement (collectively, the "Collateral"):

(i) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A annexed hereto, whether registered or unregistered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Debtor represents and warrants to Secured Party that:

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(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5 Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

SECTION 6 Authorization to Supplement. If Debtor shall obtain rights to any new registrations with respect to any trademark applications referred to herein, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks registrations or the renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new or renewed patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the Commonwealth of Pennsylvania, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Pennsylvania.

SECTION 9 Entire Agreement; Amendment. This Agreement, the Security Agreement and the Purchase Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the

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Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement or Purchase Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement and Purchase Agreement.

SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12 No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13 Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14 Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

DEBTOR

CDFUND, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_

Title:

CEO

SECURED PARTY

Cherry Bros., LLC

By: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

DEBTOR

CDFUND, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Title:

SECURED PARTY


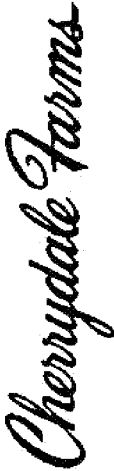
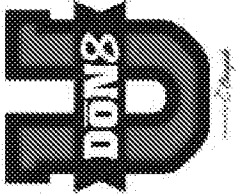
Cherry Bros., LLC

By:  \_\_\_\_\_



Schedule "A" To Trademark Security Agreement

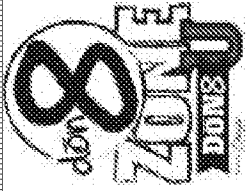
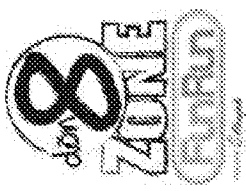
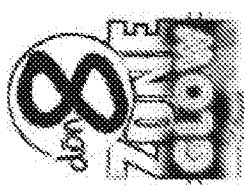
Debtor: CDFUND, LLC

Trademark	Country	Class	Filed	App. No.	Reg. Date	Reg. No.
AMERICA'S FUNDRAISING COMPANY	US	35	06/26/14	86/321,711	03/24/15	4,707,192
						
[C CHERRYDALE & CHERRY LOGO]	US	35	02/13/18	87/795,445	09/18/18	5,565,720
CHEERLEADER USA	US	30	10/04/02	76/455,910	05/25/04	2,846,015
CHERRYDALE FARMS	US	30	01/31/86	73/580,602	09/09/86	1,408,811
						
[CHERRYDALE FARMS (STYLIZED)]	US	30	09/02/92	74/310,841	09/07/93	1,791,779
						
[DON'S U POWERED BY CHERRYDALE (Logo)]	US	35	02/09/18	87/791,384		

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Schedule "A" To Trademark Security Agreement


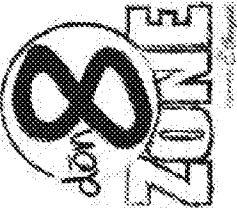

Debtor: CDFUND, LLC

Trademark	Country	Class	Filed	App. No.	Reg. Date	Reg. No.
 [DON8ZONE DON8 U POWERED BY CHERRYDALE (Logo)]	US	35	02/09/18	87/791,396	10/09/18	5,578,978
 [DON8ZONE FUNRUN POWERED BY CHERRYDALE (logo)]	US	35	02/09/18	87/791,436	10/02/18	5,574,664
 [DON8ZONE GLOW RUN POWERED BY CHERRYDALE (logo)]	US	35	02/09/18	87/791,418	10/02/18	5,574,662

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Schedule "A" To Trademark Security Agreement

Debtor: CDFUND, LLC

Trademark	Country	Class	Filed	App. No.	Reg. Date	Reg. No.
	US	35	02/09/18	87791,410	10/02/18	5,574,660
						
[DON8ZONE POWERED BY CHERRYDALE (horizontal logo)]	US	35	02/09/18	87791,403	10/09/18	5,578,979
[DON8ZONE POWERED BY CHERRYDALE (vertical logo)]	US	35	02/09/18	87791,403	10/09/18	5,578,979
<b>IT'S MORE THAN JUST DOUGH</b>	US	30, 35, 36	08/05/13	86/028,483	03/18/14	4,497,635
<b>THE CANDY CANE HOLIDAY SHOPPE</b>	US	35	05/03/06	78/875,744	05/01/07	3,236,758
						
[THE CHIP SHOPPE & DESIGN]	US	30, 35, 36	08/03/13	86/028,059	04/08/14	4,510,107
<b>THE CHIP SHOPPE</b>	US	30, 35, 36	08/03/13	86/028,051	03/18/14	4,497,612

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