

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529706

<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>
RSJ VENTURES, LLC		06/26/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET, SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88108666	CHEF'S CUT REAL JERKY CO. PAIRINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<i>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.</i>			
<b>Phone:</b>	(919) 314-3114		
<b>Email:</b>	diligencereview@pacwest.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLAS NANCE-JLT/		
<b>DATE SIGNED:</b>	06/28/2019		
<b>Total Attachments: 8</b>			
source=RSJ Ventures - IPSA - Executed (Updated June 2019)#page1.tif			
source=RSJ Ventures - IPSA - Executed (Updated June 2019)#page2.tif			
source=RSJ Ventures - IPSA - Executed (Updated June 2019)#page3.tif			
source=RSJ Ventures - IPSA - Executed (Updated June 2019)#page4.tif			

CH \$40.00 88108666

source=RSJ Ventures - IPSA - Executed (Updated June 2019)#page5.tif

source=RSJ Ventures - IPSA - Executed (Updated June 2019)#page6.tif

source=RSJ Ventures - IPSA - Executed (Updated June 2019)#page7.tif

source=RSJ Ventures - IPSA - Executed (Updated June 2019)#page8.tif

# **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. 20<sup>th</sup> 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**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None		

**EXHIBIT B**  
**PATENTS**

<b>Description</b>	<b>Application Number OR Patent Number</b>	<b>Application OR Filing Date</b>
None		

**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)



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

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
25.	CHEF'S CUT REAL JERKY CO. PAIRINGS	88108666	09/07/2018

*\*Indicates Dead Trademark*