

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIFF'S TREATS HOLDINGS, INC.		06/27/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	SALEM INVESTMENT PARTNERS IV, LIMITED PARTNERSHIP		
Street Address:	7900 TRIAD CENTER DRIVE, SUITE 333		
City:	GREENSBORO		
State/Country:	NORTH CAROLINA		
Postal Code:	27409		
Entity Type:	Limited Partnership: NORTH CAROLINA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	78264797	TIFF'S TREATS	
Serial Number:	78974774	TIFF'S TREATS COOKIE DELIVERY	
Serial Number:	77900446	TIFF'S TREATS	
Serial Number:	85289956	TIFFWICH	
Serial Number:	85701646	TIFFBLITZ	
Serial Number:	85908553	TIFF'S TREATS TIFFBLITZ ICE CREAM TREAT	
Serial Number:	85956702	TIFF'S TREATS COOKIE DELIVERY COOKIEDELI	
Serial Number:	86369775		
Serial Number:	86542942	COOKIE CASH	
Serial Number:	86542936	COOKIE CASH CERTIFICATE	
Serial Number:	86918552	TIFF'S MIX	
Serial Number:	86943638	#WARMCOOKIEMOMENT	
Serial Number:	87106987	COOKIEDELIVERY.COM	
Serial Number:	87272690	TIFF'S TREATS COOKIE DELIVERY	
Serial Number:	87499682		
Serial Number:	87502395	THE ORIGINAL WARM COOKIE DELIVERY	
Serial Number:	87540230	TIFF'S TREATS COOKIE DELIVERY	
Serial Number:	87540177	TIFF'S TREATS COOKIE DELIVERY	
Serial Number:	87545036	BAKED TO ORDER. DELIVERED WARM.	
TRADEMARK			

OP \$665.00 78264797

Property Type	Number	Word Mark
Serial Number:	87817230	TIFF'S TREATS NAUGHTY BROWNIES
Serial Number:	87835733	COOKIE VISION
Serial Number:	87952822	COOKIEVISION
Serial Number:	88002667	COOKIEVISION
Serial Number:	88002637	
Serial Number:	88002655	
Serial Number:	88056773	TIFF'S TREATS BILLION DOLLAR BARS

CORRESPONDENCE DATA

Fax Number: 2149326499

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: 2149326400

Email: sshernandez@mcguirewoods.com

Correspondent Name: SCOTT RATLIFF

Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400

Address Line 2: MCGUIREWOODS LLP

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2074339-0003
NAME OF SUBMITTER:	Stephanie Hernandez
SIGNATURE:	/Stephanie Hernandez/
DATE SIGNED:	06/28/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of June 27, 2019 by and between **TIFF'S TREATS HOLDINGS, INC.**, a Texas corporation (the "*Company*") and **SALEM INVESTMENT PARTNERS IV, LIMITED PARTNERSHIP**, a North Carolina limited partnership, as investor agent under (and as described in) the Investment Agreement (as defined below) ("*Investor Agent*").

RECITALS

The Investors (as defined in the Investment Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to the Company under that certain Investment Agreement by and among Investor Agent, the Investors from time to time party thereto, the Company, **TIFF'S TREATS, LTD.**, a Texas limited partnership, **TIFF'S TREATS AGGIELAND, INC.**, a Texas corporation, **TIFF'S TREATS ATL, INC.**, a Georgia corporation, **TIFF'S ATX 2 HOLDING COMPANY, INC.**, a Texas corporation, **TIFF'S TREATS CHARLOTTE, LLC**, a Texas limited liability company, **TIFF'S TREATS DALLAS, LTD.**, a Texas limited partnership, **TIFF'S TREATS DALLAS II, LLC**, a Texas limited liability company, **TIFF'S TREATS FLEET, INC.**, a Texas corporation, **TIFF'S TREATS GP, LLC**, a Texas limited liability company, **TIFF'S TREATS HOUSTON, INC.**, a Texas corporation, **TIFF'S TREATS HOUSTON II, LLC**, a Texas limited liability, **TIFF'S TREATS NASHVILLE, INC.**, a Texas corporation, **TIFF'S TREATS RBD, INC.**, a Texas corporation, **TIFF'S TREATS SAN ANTONIO, LTD.**, a Texas limited partnership, and **TIFF'S TREATS TEXAS, LLC**, a Texas limited liability company, dated as of the date hereof (the "*Investment Agreement*"). Pursuant to the terms of that certain Security Agreement dated as of the date hereof in favor of Investor Agent (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), the Company has granted to Investor Agent a security interest in its personal property. Capitalized terms used herein are used as defined in the Security Agreement.

NOW, THEREFORE, the Company and Investor Agent agree as follows:

AGREEMENT

To secure its obligations under the Investment Agreement and under any other agreement now existing or hereafter arising between the Company, Investor Agent and any Investor, the Company grants to Investor Agent, a security interest in all of the Company's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibit A hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), including without limitation (i) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, (ii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof throughout the world, and (iii) all goodwill of the business connected with the use of, and symbolized by, any trademark.

The Company represents and warrants that Exhibit A hereto sets forth any and all intellectual property rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Investor Agent pursuant to the Security Agreement, and the Company hereby acknowledges and agrees that the rights and remedies of Investor Agent with respect to the security interest in the Intellectual Property 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. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

The Company hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property, in each case subject to a security interest hereunder.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. A facsimile or .pdf execution shall have the same force and effect as an original.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

(Signature Pages Follow)

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.

COMPANY:

TIFF'S TREATS HOLDINGS, INC.

By: 

Name: Leni Chau

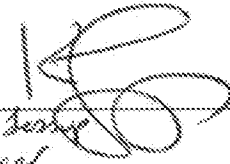
Title: Chief Executive Officer

(Signature Page to Intellectual Property Security Agreement -- Tiff's Treats)

INVESTOR AGENT:

SALEM INVESTMENT PARTNERS IV, LIMITED
PARTNERSHIP, in its capacity as Investor Agent

By: SIP IV Management LLC, its general partner

By: 
Name: *Kenneth Jensen*
Title: *Manager*

(Signature Page to Intellectual Property Security Agreement -- Tiff's Treats)

EXHIBIT A

Intellectual Property

Title	Appl. Date	Appl. No.	Property Type	Case Status	Docket Number	Matter No.
TIFF'S TREATS	6/19/2003	78/264,797	Trademark	Registered	TIFF.T0003US.AP1	1000230039
TIFF'S TREATS COOKIE DELIVERY & Design	9/14/2006	78/974,774	Trademark	Registered	TIFF:005	1000085930
TIFF'S TREATS	12/23/2009	77/900,446	Trademark	Registered	TIFF.T0003US.AP2	1000323885
TIFFWICH	4/8/2011	85/289,956	Trademark	Registered	TIFF.T0012US.AP1	1000367493
TIFFBLITZ	8/13/2012	85/701,646	Trademark	Registered	TIFF.T0015US.AP1	1000333245
cookiedelivery.com website 2012	10/30/2012	1-830882042	Copyright	Registered	TIFF.C0017US.AP1	1000235229
BOX BLANK	12/12/2012	29/439579	Design	Registered	TIFF.D0014US	1000360342
TIFF'S TREATS TIFFBLITZ ICE CREAM TREAT & Design (b/w ribbon)	4/18/2013	85/908,553	Trademark	Registered	TIFF.T0018US.AP1	1000360547
TIFF'S TREATS COOKIE DELIVERY COOKIEDELIVERY.COM & Design	6/11/2013	85/956,702	Trademark	Registered	TIFF.T0019US.AP1	1000359878
cookiedelivery.com website 2008	8/6/2013	1-848197602	Copyright	Registered	TIFF.C0017US.AP2	1000225156
Design (Blue Ribbon Trade Dress)	8/18/2014	86/369,775	Trademark	Registered	TIFF.T0024US.AP1	1000218908
COOKIE CASH	2/23/2015	86/542,942	Trademark	Registered	TIFF.T0028US.AP1	1000342394
COOKIE CASH CERTIFICATE	2/23/2015	86/542,936	Trademark	Registered	TIFF.T0031US.AP1	1000320653
STAND	3/13/2015	29/520444	Design	Issued	TIFF.D0015US	1000320719
TIFF'S MIX	2/24/2016	86/918,552	Trademark	Registered	TIFF.T0036US.AP1	1000198828
#WARMCOOKIEMOMENT	3/17/2016	86/943,638	Trademark	Registered	TIFF.T0037US.AP1	1000209480
COOKIEDELIVERY.COM	7/18/2016	87/106,987	Trademark	Registered	TIFF.T0042US.AP1	1000342010
TIFF'S TREATS COOKIE DELIVERY & Design	12/19/2016	87/272,690	Trademark	Registered	TIFF.T0046US.AP1	1000335697

Title	Appl. Date	Appl. No.	Property Type	Case Status	Docket Number	Matter No.
STAND	6/5/2017	29/606513	Design	Application Filed	TIFF.D0015US.C1	1000346005
STAND	6/6/2017	29/606643	Design	Issued	TIFF.D0016US	1000191383
STAND	6/6/2017	29/606644	Design	Issued	TIFF.D0017US	1000338973
STAND	6/6/2017	29/606645	Design	Issued	TIFF.D0018US	1000191384
STAND	6/6/2017	29/606647	Design	Issued	TIFF.D0019US	1000346117
Design (Restaurant Interior Trade Dress)	6/21/2017	87/499,682	Trademark	Registered	TIFF.T0044US.AP1	1000346557
THE ORIGINAL WARM COOKIE DELIVERY	6/23/2017	87/502,395	Trademark	Examination in progress	TIFF.T0052US.AP1	1000344709
TIFF'S TREATS COOKIE DELIVERY & Design (Ribbon Design black & white)	7/24/2017	87/540,230	Trademark	Registered	TIFF.T0051US.AP1	1000173610
TIFF'S TREATS COOKIE DELIVERY & Design (Ribbon Design in color)	7/24/2017	87/540,177	Trademark	Registered	TIFF.T0054US.AP1	1000338996
BAKED TO ORDER. DELIVERED WARM.	7/27/2017	87/545,036	Trademark	Registered	TIFF.T0050US.AP1	1000338975
TIFF'S TREATS NAUGHTY BROWNIES	3/1/2018	87/817,230	Trademark	Registered	TIFF.T0059US.AP1	1001020000
TIFF'S TREATS	3/8/2018	1,886,901	Trademark	Application Filed	TIFF.T0003CA.AP1	1001024139
COOKIE VISION	3/15/2018	87/835,733	Trademark	Registered	TIFF.T0067US.AP1	1001034194
APPARATUS, METHOD, AND SYSTEM FOR PRESENTATION OF MULTIMEDIA CONTENT INCLUDING AUGMENTED REALITY CONTENT	5/25/2018	62/676748	Patent	Expired	TIFF.P0060US.P1	1001021740
COOKIEVISION & Design (phone TV logo in blue)	6/7/2018	87/952,822	Trademark	Allowed	TIFF.T0066US.AP1	1001032121
COOKIEVISION & Design (phone TV logo in b&w)	6/15/2018	88/002,667	Trademark	Allowed	TIFF.T0069US.AP1	1001034215

Title	Appl. Date	Appl. No.	Property Type	Case Status	Docket Number	Matter No.
Design (B&W phone TV logo)	6/15/2018	88/002,637	Trademark	Allowed	TIFF.T0070US.AP1	1001034248
Design (blue phone TV logo)	6/15/2018	88/002,655	Trademark	Allowed	TIFF.T0071US.AP1	1001034252
TIFF'S TREATS BILLION DOLLAR BARS	7/29/2018	88/056,773	Trademark	Allowed	TIFF.T0074US.AP1	1001039834