

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531302

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEANITOS, INC.		07/10/2019	Corporation: DELAWARE
BEANITOS, LLC		07/10/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BFY Group Investments LLC
Street Address:	2231 Crystal Drive, Suite 201
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86829296	BEANS ARE BETTER
Serial Number:	87018372	VIVA LA BEAN
Serial Number:	87018380	VIVA LA BEAN
Serial Number:	87831612	BEANITOS BAKED BEAN POPPERS
Serial Number:	87831619	BEANITOS BEAN POPPERS
Serial Number:	87831621	BEAN POPPERS
Serial Number:	87907788	BEAN POPS
Serial Number:	87907798	SKINNY BEAN POPPERS
Serial Number:	87907806	SKINNY POPPED BEANS

CORRESPONDENCE DATA

Fax Number: 4156932222

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: 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

CH \$240.00 86829296

ATTORNEY DOCKET NUMBER:	324438-107
NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	07/10/2019

Total Attachments: 17

source=BFY - Beanitos - Intellectual Property Security Agreement#page1.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page2.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page3.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page4.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page5.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page6.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page7.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page8.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page9.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page10.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page11.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page12.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page13.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page14.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page15.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page16.tif
source=BFY - Beanitos - Intellectual Property Security Agreement#page17.tif

THE SECURITY INTEREST GRANTED HEREIN IS SUBJECT IN ALL RESPECTS TO THE SUBORDINATION AGREEMENT, DATED AS OF FEBRUARY 23, 2016, BETWEEN THE CGP2 HEALTHY CHIP, L.P. AND PACIFIC WESTERN BANK (THE "PWB SUBORDINATION AGREEMENT"), THE SUBORDINATION AGREEMENT, DATED AS OF JANUARY 10, 2019, BETWEEN THE LENDER AND PACIFIC WESTERN BANK (THE "BFY SUBORDINATION AGREEMENT"), THE SUBORDINATION AGREEMENT, DATED AS OF JANUARY 10, 2019, BETWEEN LENDER AND CGP2 HEALTHY CHIP, L.P. (THE "CGP2 SUBORDINATION AGREEMENT"), AND THE INTERCREDITOR AGREEMENT BETWEEN CGP2 HEALTHY CHIP, L.P. AND LENDER (THE "INTERCREDITOR AGREEMENT"). IN THE CASE OF ANY CONFLICT OR INCONSISTENCY BETWEEN ANY TERMS OF THIS NOTE, ON THE ONE HAND, AND ANY OF THE TERMS AND PROVISIONS OF THE SUBORDINATION AGREEMENT, ON THE OTHER HAND, THEN THE TERMS AND PROVISIONS OF THE PWB SUBORDINATION AGREEMENT, THE BFY SUBORDINATION AGREEMENT, THE CGP2 SUBORDINATION AGREEMENT, OR THE INTERCREDITOR AGREEMENT, AS APPLICABLE, SHALL CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 10, 2019 by and between BFY Group Investments LLC ("**Lender**") BEANITOS, INC., a Delaware corporation and BEANITOS, LLC, a Delaware limited liability company (collectively, "**Grantor**").

RECITALS

A. Lender has extended certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Secured Promissory Note dated as of January 10, 2019 and amended by that certain First Amendment to Secured Note and Amendment to Forbearance Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Secured Note**"; capitalized terms used herein are used as defined in the Secured Note).

B. Pursuant to the terms of the Secured Note, Grantor has granted to Lender 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, including without limitation the Intellectual Property, as hereinafter defined.

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 Secured Note and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Secured Note, the other Loan Documents, and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender 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*”).

This security interest is granted in conjunction with the security interest granted to Lender under the Secured Note and the other Loan Documents. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Secured Note and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Secured Note or any of the Loan Documents, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Secured Note or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, 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.

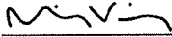
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3601 S. Congress Avenue, Suite B-500
Austin, Texas 78704
Attn: Giannella Alvarez, CEO


BEANITOS, INC.

By: 
Name: Michael Vineberg
Title: Chief Restructuring Officer

Address of Grantor:

3601 S. Congress Avenue, Suite B-500
Austin, Texas 78704
Attn: Giannella Alvarez, CEO

BEANITOS, LLC

By: 
Name: Michael Vineberg
Title: Chief Restructuring Officer

LENDER:

BFY Group Investments LLC

By: _____
Name:
Title:

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.

Address of Grantor:

3601 S. Congress Avenue, Suite B-500
Austin, Texas 78704
Attn: Giannella Alvarez, CEO

Address of Grantor:

3601 S. Congress Avenue, Suite B-500
Austin, Texas 78704
Attn: Giannella Alvarez, CEO

GRANTOR:

BEANITOS, INC.

By: _____
Name: Michael Vineberg
Title: Chief Restructuring Officer

BEANITOS, LLC

By: _____
Name: Michael Vineberg
Title: Chief Restructuring Officer

LENDER:

BFY Group Investments LLC

By: 
Name: Richard Nespola, Jr.
Title: Managing Member

EXHIBIT A
COPYRIGHTS

EXHIBIT B
PATENTS

1.

Electronic Acknowledgement Receipt

EFS ID:	34107007
Application Number:	62750068
International Application Number:	
Confirmation Number:	4002
Title of Invention:	LEGUME PROCESSING AND LEGUME FOOD PRODUCTS
First Named Inventor/Applicant Name:	Rusty L. Karschner
Customer Number:	26181
Filer:	Heather L. Flanagan/Lisa Gray
Filer Authorized By:	Heather L. Flanagan
Attorney Docket Number:	47092-0002P01
Receipt Date:	24-OCT-2018
Filing Date:	
Time Stamp:	18:24:11
Application Type:	Provisional

Payment information:

Submitted with Payment	yes
Payment Type	DA
Payment was successfully received in RAM	\$140
RAM confirmation Number	102518/INTEFSW00005272061050
Deposit Account	
Authorized User:	
The Director of the USPTO is hereby authorized to charge indicated fees and credit any overpayment as follows:	

File Listing:					
Document Number	Document Description	File Name	File Size(Bytes)/ Message Digest	Multi Part /.zip	Pages (if appl.)
1	Provisional Cover Sheet (SB16)	47092-0002P01transmittal.pdf	177364	no	1
Warnings:					
This is not a USPTO supplied Provisional Cover Sheet SB16 form.					
Information:					
2	Application Data Sheet	47092-0002P01ads.pdf	1822604	no	8
Warnings:					
Information:					
3	Specification	47092-0002P01spec.pdf	112581	no	19
Warnings:					
Information:					
4	Drawings-only black and white line drawings	47092-0002P01figs.pdf	666377	no	2
Warnings:					
Information:					
5	Fee Worksheet (SB06)	fee-info.pdf	28564	no	2
Warnings:					
Information:					
Total Files Size (in bytes):			2758270		

This Acknowledgement Receipt evidences receipt on the noted date by the USPTO of the indicated documents, characterized by the applicant, and including page counts, where applicable. It serves as evidence of receipt similar to a Post Card, as described in MPEP 503.

New Applications Under 35 U.S.C. 111

If a new application is being filed and the application includes the necessary components for a filing date (see 37 CFR 1.53(b)-(d) and MPEP 506), a Filing Receipt (37 CFR 1.54) will be issued in due course and the date shown on this Acknowledgement Receipt will establish the filing date of the application.

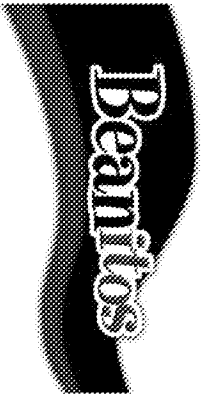
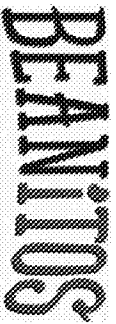
National Stage of an International Application under 35 U.S.C. 371

If a timely submission to enter the national stage of an international application is compliant with the conditions of 35 U.S.C. 371 and other applicable requirements a Form PCT/DO/EO/903 indicating acceptance of the application as a national stage submission under 35 U.S.C. 371 will be issued in addition to the Filing Receipt, in due course.

New International Application Filed with the USPTO as a Receiving Office

If a new international application is being filed and the international application includes the necessary components for an international filing date (see PCT Article 11 and MPEP 1810), a Notification of the International Application Number and of the International Filing Date (Form PCT/RO/105) will be issued in due course, subject to prescriptions concerning national security, and the date shown on this Acknowledgement Receipt will establish the international filing date of the application.

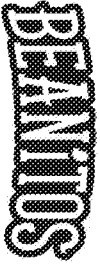



EXHIBIT C
TRADEMARKS
See attached

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE	OWNER	Status
BEANITOS (& design)	US	77/712,029 3,765,235	04/11/09	Beanitos, Inc.	Cancelled
				Merger between RB Foods, Inc. and Beanitos, Inc., recorded 10/03/2012 at Reel 4872, Frame 0308	
BEANITOS	US	85/759058	10/19/2012	Beanitos, Inc.	Abandoned
BEANITOS (& DESIGN)	US	85/759054	10/19/2012	Beanitos, Inc.	Abandoned
					
ALL THAT IN A BAG OF CHIPS	US	86/480,222	12/15/2014	Beanitos, Inc.	Abandoned
BEANS MADE BETTER	US	86/772564	09/29/2015	Beanitos, Inc.	Abandoned
THE BEST THING TO HAPPEN TO BEANS SINCE ... EVER.	US	86/772585	09/29/2015	Beanitos, Inc.	Abandoned
BEANS ARE NOW A FINGER FOOD.	US	86/772592	09/29/2015	Beanitos, Inc.	Abandoned

TRADEMARK

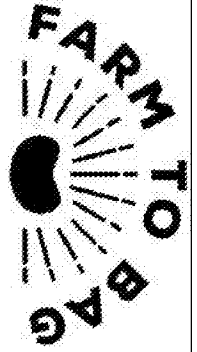
REEL: 00691 FRAME: 0082

2.

LET'S GO SKINNY DIPPING.	US	86/793897	10/20/2015	Beanitos, Inc.	Abandoned
BEANTITOS (& design) 	US	86/826260	11/19/15	Beanitos, Inc.	Abandoned
BEANTITOS (& design) 	US	86/826270	11/19/15	Beanitos, Inc.	Abandoned
BEANTITOS BAKED (& design) 	US	86/826295	11/19/15	Beanitos, Inc.	Abandoned
BEANTITOS BAKED (& design) 	US	86/826284	11/19/15	Beanitos, Inc.	Abandoned

TRADEMARK

REEL: 006691 FRAME: 0083



US

88/142,030

10/03/2018

Beanitos, Inc.

Abandoned

TRADEMARK

REEL: 006691 FRAME: 0084

*BEANITOS, INC.
PENDING APPLICATIONS*

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE/ BASIS	OWNER	GOODS/SERVICES (as listed in PTO records)
BEANS ARE BETTER	US	86829296	11/23/15	Beanitos, Inc.	29 - Snacks, namely, bean dip and processed beans 30-Salsas, breads, tortillas and taco shells, all made with beans
VIVALA BEAN	US	87018372	4/28/2016	Beanitos, Inc.	30 - Salsas, breads, tortillas, and taco shells, all made with beans
VIVALA BEAN	US	87018380	4/28/2016	Beanitos, Inc.	29 - Snacks, namely, soy chips, vegetable chips, and extruded snacks, all made with beans; bean dip and processed beans
BEANITOS	IN	3449299	01/04/2017	Beanitos, Inc.	29 - Bean-based snack foods
BEANITOS BAKED BEAN PEPPERS	US	83831513	03/13/2018	Beanitos, Inc.	30 - Pretzels, Salsas (condiment or sauce), breads, taco shells, all made with beans 29 - Bean-based snacks, namely, bean-based chips, bean-based pellets, and bean-based extruded snacks, processed beans
BEANITOS BEAN PEPPERS	US	87831619	03/13/2018	Beanitos, Inc.	29 - Bean-based snacks, namely, bean-based chips, bean-based pellets, and bean-based extruded snacks; processed beans


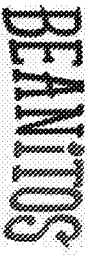
23410204

*BEANTON, INC.
PENDING APPLICATIONS*

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE/ BASIS	OWNER	GOODS/SERVICES (as listed in PTO records)
BEAN POPPERS	US	87801621	03/13/2018	Beanton, Inc.	29 - Bean-based snacks, namely, bean-based chips, bean-based pellets, bean-based extruded snacks; Legume-based snacks, namely, legume-based chips, legume-based pellets, and legume-based extruded snacks; processed beans; processed legumes
BEAN POPPS	US	87807788	05/04/2018	Beanton, Inc.	29 - Bean-based snacks, namely, bean-based chips, bean-based pellets, bean-based extruded snacks; Legume-based snacks, namely, legume-based chips, legume-based pellets, and legume-based extruded snacks; processed beans; processed legumes
SKINNY BEAN POPPERS	US	87807798	05/04/2018	Beanton, Inc.	29 - Bean-based snacks, namely, bean-based chips, bean-based pellets, bean-based extruded snacks; Legume-based snacks, namely, legume-based chips, legume-based pellets, and legume-based extruded snacks; processed beans; processed legumes
SKINNY POPPED BEANS	US	87807806	05/04/2018	Beanton, Inc.	29 - Snacks, namely, bean-based chips, bean-based pellets, bean-based extruded snacks; legume-based chips, legume-based pellets, and legume-based extruded snacks; processed beans; and processed legumes

234410204 v.1

*BEANITOS, INC.
ABANDONED/CANCELLED*

MARK	COUNTRY	SERIAL OR REG. NO.	FILING DATE	OWNER	GOODS/SERVICES (as listed in PTO records)	Status
BEANITOS (& design)	US	77712,029 3,765,235	04/11/09	Beanitos, Inc. Merger between RFB Foods, Inc. and Beanitos, Inc., recorded 10/03/2012 at Reel 4872, Frame 0308	29 - Bean dip; Processed beans; Soy chips; Vegetable chips	Cancelled
						
BEANITOS	US	85759058	10/19/2012	Beanitos, Inc.	29 - Bean dip, processed beans 30 - Salsas, breads, tortillas and taco shells all made with beans	Abandoned
BEANITOS (& DESIGN)	US	85759054	10/19/2012	Beanitos, Inc.	29 - Bean dip, processed beans 30 - Salsas, breads, tortillas and taco shells all made with beans	Abandoned
						
ALL THAT IN A BAG OF CHIPS	US	86480,222	12/15/2014	Beanitos, Inc.	N/A - Sheeted and extruded snacks made primarily from beans	Abandoned
BEANS MADE BETTER	US	86772564	09/29/2015	Beanitos, Inc.	29 - Snacks made primarily from beans	Abandoned
THE BEST THING TO HAPPEN TO BEANS SINCE ... EVER.	US	86772585	09/29/2015	Beanitos, Inc.	29 - Snacks made primarily from beans	Abandoned

23404712v.1

**BEANITOS, INC.
ABANDONED/CANCELLED**

BEANS ARE NOW A FINER FOOD	US	86/772592	09/29/2015	Beanitos, Inc.	29 - Snacks made primarily from beans	Abandoned
LET'S GO SKINNY DIPPING	US	86/793897	10/20/2015	Beanitos, Inc.	30 - Snacks made primarily from beans	Abandoned
BEANITOS (& design) BEANITOS	US	86/826260	11/19/15	Beanitos, Inc.	29 - Bean dip and processed beans	Abandoned
BEANITOS (& design) BEANITOS	US	86/826270	11/19/15	Beanitos, Inc.	30 - Salsas, breads, tortillas, and taco shells, all made with beans	Abandoned
BEANITOS BAKED (& design) BEANITOS	US	86/826295	11/19/15	Beanitos, Inc.	29 - Bean dip and processed beans	Abandoned
BEANITOS BAKED (& design) BEANITOS	US	86/826284	11/19/15	Beanitos, Inc.	30 - Salsas, breads, tortillas, and taco shells, all made with beans	Abandoned

23440204v.1

23440204v.4
207725781 v.1