

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rip Van, Inc.		08/12/2019	Corporation: 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: 8			
Property Type	Number	Word Mark	
Serial Number:	88382245	INSPIRED TO IMPROVE	
Serial Number:	88202127	INDULGE WITHOUT THE GUILT	
Serial Number:	88202143	INDULGE IN NUTRITION	
Registration Number:	5645605	DUTCH CARAMEL & VANILLA RIP VAN WAFELS E	
Registration Number:	5604733	RIP VAN	
Registration Number:	5589023	RIP VAN TART	
Registration Number:	5573579	RIP VAN	
Registration Number:	4201065	RIP VAN WAFELS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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>			
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		
ATTORNEY DOCKET NUMBER:	324438-110		
NAME OF SUBMITTER:	C. Rhem		

CH \$215.00 88382245

SIGNATURE:	/CR/
DATE SIGNED:	08/12/2019
Total Attachments: 6 source=BFY - Rip Van Inc. - Intellectual Property Security Agreement_Executed 8.12.2019 (003)#page1.tif source=BFY - Rip Van Inc. - Intellectual Property Security Agreement_Executed 8.12.2019 (003)#page2.tif source=BFY - Rip Van Inc. - Intellectual Property Security Agreement_Executed 8.12.2019 (003)#page3.tif source=BFY - Rip Van Inc. - Intellectual Property Security Agreement_Executed 8.12.2019 (003)#page4.tif source=BFY - Rip Van Inc. - Intellectual Property Security Agreement_Executed 8.12.2019 (003)#page5.tif source=BFY - Rip Van Inc. - Intellectual Property Security Agreement_Executed 8.12.2019 (003)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 12, 2019 by and between BFY Group Investments LLC (“**Lender**”) and Rip Van, Inc., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Secured Promissory Note issued by Grantor to Lender dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Note**”; capitalized terms used herein are used as defined in the Note).

B. Lender 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 Lender a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Note.

C. Pursuant to the terms of the 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.

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 Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations under the Note, 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.

This security interest is granted in conjunction with the security interest granted to Lender under the Note. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the 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 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 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.


[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:
67 West Street, Suite 705
Brooklyn, NY 11222

Rip Van, Inc.

By: 
Name: Marco De Leon
Title: COO / CFO

LENDER:

Address of Lender:
2231 Crystal Drive, Suite 201
Arlington, VA 22202

BFY Group Investments LLC

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

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

Title	Patent/ Application Number	Registration/ Application Date
SNACK PRODUCT	D838432	1/22/2019

EXHIBIT C

TRADEMARKS AND TRADEMARK APPLICATIONS

Description	Registration/ Application Number	Registration/ Application Date
INSPIRED TO IMPROVE	88382245	4/11/2019
INDULGE WITHOUT THE GUILT	88202127	11/21/2018
INDULGE IN NUTRITION	88202143	11/21/2018
DUTCH CARAMEL & VANILLA RIP VAN WAFELS EUROPEAN SNACK	5645605	1/1/2019
RIP VAN	5604733	11/13/2018
RIP VAN TART	5589023	10/23/2018
RIP VAN	5573579	10/2/2018
RIP VAN WAFELS	4201065	9/4/2012