

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lolli and Pops, Inc.		08/23/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Paxion Capital, LP		
Street Address:	2494 Sand Hill Road		
Internal Address:	Suite 200		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5049714	LOLLI AND POPS	
Registration Number:	4327695	LOLLI AND POPS	
Registration Number:	4410863	PURVEYORS OF SWEETNESS	
Registration Number:	4619429	LP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	305-773-5439		
Email:	emilio.saiz@hugheshubbard.com		
Correspondent Name:	Emilio Saiz		
Address Line 1:	201 South Biscayne Boulevard		
Address Line 2:	Suite 2500		
Address Line 4:	Miami, FLORIDA 33131-4332		
ATTORNEY DOCKET NUMBER:	033250-00002		
NAME OF SUBMITTER:	Emilio Saiz		
SIGNATURE:	/Emilio Saiz/		
DATE SIGNED:	08/23/2019		

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Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) dated as of August 23, 2019 (this “Security Agreement”), is by and between Lolli and Pops, Inc., a Delaware corporation (the “Grantor”), and Paxion Capital, LP, as secured party (the “Secured Party”).

WHEREAS the Grantor is the owner and user of the registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A as owned and used by the Grantor (collectively, the “Trademarks”);

WHEREAS the Grantor has entered into that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of even date herewith (as amended or otherwise modified from time to time, the “Credit Agreement”) by and among Meetha Ventures LLC, as Borrower, the Grantor as guarantor, the other guarantors party thereto from time to time and the Secured Party as lender, pursuant to which the Grantor has granted to the Secured Party, a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Secured Party shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantor’s right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

The Grantor hereby reconfirms the terms of the Credit Agreement. The Grantor further hereby pledges and mortgages to the Secured Party, and grants to the Secured Party, a security interest in, all of the Grantor’s right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor’s rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the “Trademark Collateral”).

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Grantor and the Secured Party each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.


This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

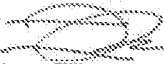
IN WITNESS WHEREOF, each of the Grantor and the Secured Party have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

LOLLI AND POPS, INC.,
a Delaware corporation

By: 
Name: Greg Nestland
Title: CRO

PAXION CAPITAL, LP, as Secured Party

By: 
Name: Duncan Robertson
Title: CFO

[Signature page to Security Agreement (Trademarks)]

SCHEDULE A

Registered Trademarks:

Trademark	Registration No.	Serial/Application No.	Owner
LOLLI AND POPS	5049714	86918132	Lolli and Pops, Inc.
LOLLI AND POPS	4327695	85708927	Lolli and Pops, Inc.
PURVEYORS OF SWEETNESS	4410863	85858970	Lolli and Pops, Inc.
LP	4619429	85858948	Lolli and Pops, Inc.

Trademark Applications:

None.