

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERRY'S ICE CREAM COMPANY, INC.		12/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street, 11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5618024	MAKE SURE YOU PUT IN ENOUGH OF THE GOODS	
Registration Number:	5201847	BAD BREAKUP	
Registration Number:	5588086	COFFEE RUN	
Registration Number:	5830345	YO BUDDIE	
Registration Number:	4557489	OTTO'S CUPCAKE	
Registration Number:	5439847	LET'S DOUGH BUFFALO!	
Serial Number:	88223643	OATS CREAM	
Serial Number:	88583359	FRIENDSGIVING	
Serial Number:	88442950	BARISTA BARS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 5618024

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	12/09/2019
Total Attachments: 6 source=Amd. No. 1 to Trademark Security Agreement#page1.tif source=Amd. No. 1 to Trademark Security Agreement#page2.tif source=Amd. No. 1 to Trademark Security Agreement#page3.tif source=Amd. No. 1 to Trademark Security Agreement#page4.tif source=Amd. No. 1 to Trademark Security Agreement#page5.tif source=Amd. No. 1 to Trademark Security Agreement#page6.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

PERRY'S ICE CREAM COMPANY, INC.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Citizenship: DE

Execution Date(s): December 6, 2019

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 125 High Street, 11th Floor

City: Boston

State: MA

Country: USA

Zip: 02110

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:



Signature

December 9, 2019

Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 396-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of December 6, 2019, by and between PERRY'S ICE CREAM COMPANY, INC., a Delaware corporation ("Debtor") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Security Agreement, dated as of December 13, 2007 and recorded with the United States Patent and Trademark Office on January 4, 2008 at Reel/Frame 003690/0270 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Exhibit A hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Debtor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Secured Party, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademarks otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Additional Trademarks.

(b) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks, the respective goodwill associated with each, licenses, fees or royalties with respect to each, the right to sue for past, present and future infringement, dilution and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired (collectively, the "Additional Trademark Collateral").

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates the prior grant of Trademarks to Secured Party, and Debtor

hereby grants to Secured Party a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Amendment shall control. This Amendment and the Trademark Security Agreement shall be read and construed as one agreement.

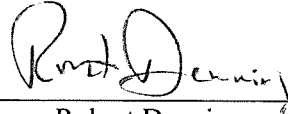
5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

DEBTOR:

PERRY'S ICE CREAM COMPANY, INC.

By: 
Name: Robert Denning
Title: President & CEO

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

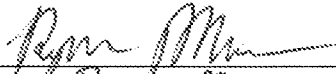
By: 
Name: Ryan More
Title: AVP

EXHIBIT A
TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Additional Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date
OATS CREAM	88-223,643	12/10/2018		
MAKE SURE YOU PUT IN ENOUGH OF THE GOOD STUFF	87-230,212	11/08/2016	5,618,024	11/27/2018
FRIENDSGIVING	88-583,359	08/19/2019		
BAD BREAKUP	87-150,956	08/25/2016	5,201,847	05/09/2017
BARISTA BARS	88-442,950	05/23/2019		
COFFEE RUN	87-743,790	01/04/2018	5,588,086	10/16/2018
YO BUDDIE	88-198,741	11/19/2018	5,830,345	08/06/2019
OTTO'S CUPCAKE	86-038,901	08/15/2013	4,557,489	06/24/2014
LET'S DOUGH BUFFALO	87-534,243	07/19/2017	5,439,847	04/03/2018