

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM555558

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J.P. LICK'S HOMEMADE ICE CREAM COMPANY, INC.		12/31/2019	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rockland Trust Company		
<b>Street Address:</b>	288 Union Street		
<b>City:</b>	Rockland		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02370		
<b>Entity Type:</b>	Massachusetts trust company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78754173	J.P. LICKS	
<b>Serial Number:</b>	87599605	J.P. LICKS ICE CREAM · YOGURT · COFFEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6174220383		
<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>			
<b>Phone:</b>	6174220200		
<b>Email:</b>	ams@bostonbusinesslaw.com		
<b>Correspondent Name:</b>	Brian F. Plunkett, Esquire		
<b>Address Line 1:</b>	155 Federal Street, 9th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Brian F. Plunkett		
<b>SIGNATURE:</b>	/BFP/		
<b>DATE SIGNED:</b>	01/02/2020		
<b>Total Attachments: 9</b>			
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**AMENDMENT NO. 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), is made and entered into as of December 31, 2019, by and among J.P. LICK'S HOMEMADE ICE CREAM COMPANY, INC., a Massachusetts corporation (the "**Grantor**"), and ROCKLAND TRUST COMPANY, a Massachusetts trust company, with a place of business at 288 Union Street, Rockland, Massachusetts 02370 (the "**Bank**").

**RECITALS**

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of September 5, 2012 by and among the Grantor and the Bank (the "**Original Agreement**"), among other things, the Grantor granted to the Bank a security interest in and to certain items of intellectual property owned by the Grantor, including certain trademarks identified therein, in order to secure the obligations of the Grantor and the other Borrowers pursuant to that certain Loan and Security Agreement dated as of September 5, 2012 (as amended from time to time prior to the date hereof, the "**Original Loan and Security Agreement**") by and among the Grantor, certain other affiliated Borrowers thereunder, the Bank, Vincent R. Petryk, a natural person in his individual capacity (the "**Individual Guarantor**") and in his capacity as Trustee of the Vincent R. Petryk 2011 Trust (the "**Trust Guarantor**") and the other agreements entered into by the Grantor and such other Borrowers in connection with the Original Loan and Security Agreement, including various promissory notes of said Grantor and Borrowers in favor of Bank;

WHEREAS, effective as of the date hereof, the Grantor, certain other affiliated Borrowers of the Grantor, the Individual Guarantor, the Trust Guarantor and the Bank are entering into that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, modified, supplemented or restated from time to time, the "**Loan and Security Agreement**") and related loan documents, including additional promissory notes of said Grantor and Borrowers in favor of Bank;

WHEREAS, the parties hereto desire to amend the Original Agreement to, among other things, confirm the grant by the Grantor to the Bank of a security interest in certain additional intellectual property collateral owned by the Grantor in order to secure the obligations of the Grantor and the other Borrowers pursuant to the Loan and Security Agreement and related Loan Documents; and

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants and undertakings herein contained, the Grantor and the Bank hereby agree as follows:

1. **DEFINITIONS.** Each capitalized term or phrase used herein and not defined herein shall have the meaning set forth in the Original Agreement.
2. **AMENDMENTS/SUPPLEMENTS.**

2.1 Schedule B-1 to the Original Agreement is hereby supplemented by appending thereto the Schedule B-1 attached to this Amendment.

2.2 For the avoidance of doubt, as security for the Obligations, Grantor hereby sells, mortgages, conveys, assigns, pledges and grants to the Bank, its successors and assigns, a continuing and unconditional security interest in, any and all right, title and interest of the Grantor and the other Borrowers, whether now existing or hereafter acquired or arising, in and to each Trademark application and registration listed on Schedule B-1 attached hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all proceeds and products thereof and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising.

2.3 Each and every reference in the Original Agreement to the term Loan and Security Agreement is hereby amended to refer to that certain Amended and Restated Loan and Security Agreement dated as of the date of this Amendment by and among Grantor, the Bank, Original Borrowers, Additional Borrowers, New Borrower and Individual Guarantor, as amended, modified, supplemented or restated from time to time (the "**Amended and Restated Loan and Security Agreement**").

2.4 Each and every reference in the Original Agreement to the term Obligations shall be deemed to refer to the term Obligations, as such term is defined in the Amended and Restated Loan and Security Agreement.

2.5 All other terms and conditions of the Original Agreement, as modified and amended hereby, shall remain in full force and effect.

### 3. **REAFFIRMATIONS.**

3.1 Except for the modifications specifically set forth in this Amendment, no other changes shall be made to the Original Agreement. The Grantor hereby confirms and reaffirms its obligations pursuant to the Original Agreement, as amended hereby, in their entirety.

3.2 The Grantor also hereby: (a) reaffirms that the Grantor remains indebted and obligated to the Bank under the Original Agreement, as amended hereby, without defense, counterclaim, or offset; and (b) acknowledges and warrants that the Grantor does not have any claims, offsets or defenses, actions or causes of action whatsoever in law or in equity against the Bank, its officers, directors, employees, agents, successors, subsidiaries, related companies or attorneys or any of them, in connection with, related to or arising from the loan facility evidenced by the Loan and Security Agreement and the other Loan Documents, from the beginning of the world to the date of this Amendment.

4. **REPRESENTATIONS AND WARRANTIES.** The Grantor hereby confirms that the representations and warranties of the Grantor set forth in the Original Agreement remain true and correct in all material respects as of the date of this Amendment, except for representations and warranties specifically limited to an earlier date or dates (in which case, such representations and warranties are true and correct as of such date), and except as set forth on Annex A attached hereto. The Grantor also represents and warrants, to the best of its knowledge, that: (a) no default or Event of Default has occurred under any of the terms and conditions of the Original Agreement or any of the other Loan Documents; (b) the Grantor has full power and authority to execute, deliver, and perform its obligations under this Amendment and under any document or instrument executed in

connection with this Amendment; (c) the execution, delivery, and performance of this Amendment and of any document or instrument executed in connection with this Amendment will not violate any provision of any existing law or regulation applicable to the Grantor, any provision of the Grantor's governing organizational documents, any order or decree of any court, arbitrator or governmental authority, or any contractual undertaking to which it or he is a party or by which it or he may be bound; (d) no consents, licenses, approvals or authorizations of, exemptions by or registrations or filings with, any governmental authority are required with respect to this Amendment or any of the documents or instruments executed in connection herewith; and (e) this Amendment constitutes the legal valid and binding obligations of the Grantor, enforceable in accordance with its terms.

5. **GOVERNING LAW.** This Amendment is made in The Commonwealth of Massachusetts and shall be construed in accordance with its laws, without regard for the conflicts of law principles of such jurisdiction. If any provision hereof is in conflict with any statute or rule of law of The Commonwealth of Massachusetts or any other statute or rule of law of any other applicable jurisdiction or is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Amendment.

6. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and no other parties shall be a beneficiary hereunder.

7. **MODIFICATIONS.** Neither this Amendment nor any of the provisions hereof can be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought

8. **COUNTERPARTS.** This Amendment may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument.

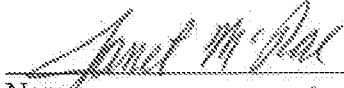
**[SIGNATURE PAGES FOLLOW]**

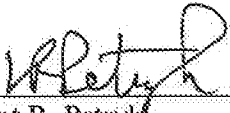
Each of the parties has signed this Amendment as of the day and year first above written.

Witness:

GRANTOR:

JP LICK'S HOMEMADE ICE CREAM COMPANY,  
INC.

  
Name: Janet McNeil

By:   
Name: Vincent R. Petryk  
Title: President and Treasurer

BANK:

ROCKLAND TRUST COMPANY

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name: Lawrence P. Venezia  
Title: First Vice President

*[Signature Page to Amendment No. 1 to Intellectual Property Security Agreement]*

Each of the parties has signed this Amendment as of the day and year first above written.

Witness:

GRANTOR:

JP LICK'S HOMEMADE ICE CREAM COMPANY,  
INC.

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name: Vincent R. Petryk

Title: President and Treasurer

BANK:

ROCKLAND TRUST COMPANY

\_\_\_\_\_  
Name: William E. Zarek

By: \_\_\_\_\_

Name: Lawrence P. Venezia

Title: First Vice President

*[Signature Page to Amendment No. 1 to Intellectual Property Security Agreement]*

SCHEDULE B-1

UPDATED TRADEMARK SCHEDULES

See attached



# J.P. LICKS

<b>Word Mark</b>	J.P. LICKS
<b>Goods and Services</b>	IC 043. US 100 101. G & S: Carry-out and eat in restaurant services featuring ice cream, frozen yogurt, warm and cold beverages and baked goods. FIRST USE: 19810731. FIRST USE IN COMMERCE: 20040630
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	78754173
<b>Filing Date</b>	November 15, 2005
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	August 1, 2006
<b>Registration Number</b>	3158134
<b>Registration Date</b>	October 17, 2006
<b>Owner</b>	(REGISTRANT) J.P. Licks Homemade Ice Cream Company, Inc. CORPORATION MASSACHUSETTS 659 Centre Street Boston MASSACHUSETTS 02130
<b>Attorney of Record</b>	Heidi A. Schiller
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20160209.
<b>Renewal</b>	1ST RENEWAL 20160209
<b>Other Data</b>	The name J.P. LICKS does not identify a living individual.
<b>Live/Dead Indicator</b>	LIVE



**Word Mark** J.P. LICKS ICE CREAM · YOGURT · COFFEE  
**Goods and Services** IC 043. US 100 101. G & S: carry-out and eat-in restaurant services; catering services.  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design Search Code** 03.07.01 - Cattle; Oxen, cows, calves, bulls; Steers  
 03.07.03 - Heads of oxen, cows, calves, bulls  
 08.09.01 - Ice cream, sherbet and frozen yogurt in cones; Sundae  
 26.03.01 - Ovals as carriers and single line borders  
 26.17.01 - Bands, straight; Bars, straight; Lines, straight; Straight line(s), band(s) or bar(s)  
 26.17.05 - Bands, horizontal; Bars, horizontal; Horizontal line(s), band(s) or bar(s); Lines, horizontal  
**Serial Number** 87599605  
**Filing Date** September 7, 2017  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** January 16, 2018  
**Registration Number** 5438038  
**Registration Date** April 3, 2018  
**Owner** (REGISTRANT) J.P. Licks Homemade Ice Cream Company, Inc. CORPORATION  
 MASSACHUSETTS 659 Centre Street Boston MASSACHUSETTS 02130  
**Attorney of Record** Heidi A. Schiller  
**Prior Registrations** 3158134;3284604  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ICE CREAM YOGURT COFFEE" APART FROM THE MARK AS SHOWN  
**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of Stylized design of a cow head with a collar to which an ice cream cone is attached. The cow head is substantially inside an oval except that the ears extend outside the oval. Underneath the oval are the words "J.P. LICKS". Underneath those words is a thin line under which are the words "ICE CREAM YOGURT COFFEE" separated by two dots. The stippling is a feature of the mark and does not indicate color.  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Other Data** The name(s), portrait(s), and/or signature(s) shown in the mark does not identify a particular living individual.  
**Live/Dead Indicator** LIVE

## ANNEX A

### UPDATED REPRESENTATIONS AND WARRANTIES

The representations and warranties by the Grantor to the Bank set forth in Section 5(a) of the original Intellectual Property Security Agreement that the schedules attached thereto are true and correct lists of all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned or used by the Grantor and the Co-Borrowers and that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 are true and correct with respect to the matters set forth therein as of the date of such Intellectual Property Security Agreement, and the other representations and warranties by the Grantor with respect to the Collateral, are true and correct as of the date of this Amendment with the supplement to Schedule B-1 attached to this Amendment.