

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECMAC, LLC		01/31/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Sweet Shop Candies, Inc.		
Street Address:	1316 Industrial Road		
City:	Mt. Pleasant		
State/Country:	TEXAS		
Postal Code:	75455		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3982547	BIG LITTLE FUDGE	
Registration Number:	3959606	WHAT'S YOUR FUDGE FACTOR?	
Registration Number:	3959607	LIVE A LITTLE. FUDGE A LOT.	
Registration Number:	4451274	BIG LITTLE FUDGE	
Registration Number:	4936450	PECAN POSSE	
Registration Number:	5087903	BIG WALLY	
Registration Number:	5409894	BIG LEAGUE	
Registration Number:	5049662	LITTLERS*	
CORRESPONDENCE DATA			
Fax Number:	8326782354		
<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:	832-678-2349		
Email:	ADMIN@STEELEIPLAW.COM		
Correspondent Name:	STEELE IP LAW PLLC		
Address Line 1:	12345 JONES RD., SUITE 200		
Address Line 4:	HOUSTON, TEXAS 77070		
NAME OF SUBMITTER:	Patrick K. Steele		
SIGNATURE:	/Patrick K. Steele, #39844/		

OP \$215.00 3982547

DATE SIGNED:

02/10/2020

Total Attachments: 20

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), dated as of January 31, 2020, is executed and delivered by TECMAC, LLC, a Texas limited liability company doing business as "Big Little Fudge" ("Seller"), and Sweet Shop Candies, Inc., a Texas corporation ("Buyer"). Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement (as defined below).

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 31, 2020; and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Seller agreed to, at the Closing, sell, assign, transfer, convey and deliver to Buyer, and Buyer agreed to, at the Closing, purchase all of Seller's right, title and interest in, to and under the trade names and trademarks described on the attached Schedule I and all associated images and art work (the "Intellectual Property"), subject to that certain Trademark License Agreement dated January 23, 2018 with Big League Chew Properties, LLC (the "Big League License"); and

WHEREAS, Seller and Buyer desire to carry out the intent and purpose of the Purchase Agreement by their execution and delivery of this IP Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Assignment.** Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, subject to the terms and provisions of the Purchase Agreement and subject to the Big League License, all of Seller's right, title and interest in and to the Intellectual Property. Buyer acknowledges that the Intellectual Property may be registered with the United States Patent and Trademark Office and that Buyer shall be responsible for any filings, renewals or other actions required with respect thereto.
2. **Further Assurances.** Following the date hereof, upon Buyer's reasonable request and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such reasonable cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution (in form and content mutually approved by Buyer and Seller) and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
3. **Purchase Agreement Provisions.** The provisions of Section 1.2.3 titled "As Is Sale" and Article X titled "Miscellaneous" of the Purchase Agreement are hereby incorporated with, and made a part of, this IP Assignment.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this IP Assignment as of the day and year first above written.

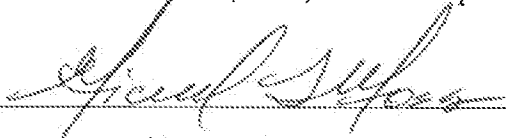
SELLER:

TECMAC, LLC, a Texas limited liability company doing business as "Big Little Fudge"

By: 
Robin Strickland, Vice President

BUYER:

SWEET SHOP CANDIES, INC., a Texas corporation

By: 
Name: Mitchell L. Moss
Title: President

SCHEDULE 1

Our SSC File Ref.	Title Goods and Services	Status Register	Serial No. File Date	Reg. No. Reg. Date
0001	BIG LITTLE FUDGE® Fudge, fudge-dipped apples, fudge-dipped popcorn, divinity, peanut brittle	Reg. Principal	85/022,141 April 23, 2010	3,982,547 June 21, 2011
0002	WHAT'S YOUR FUDGE FACTOR?® Fudge, fudge-dipped apples, fudge-dipped popcorn, divinity, peanut brittle	Reg. Principal	85/023,930 April 27, 2010	3,959,606 May 10, 2011
0003	LIVE A LITTLE. FUDGE A LOT.® Fudge, fudge-dipped apples, fudge-dipped popcorn, divinity, peanut brittle	Reg. Principal	85/023,957 April 27, 2010	3,959,607 May 10, 2011
0004	BIG LITTLE FUDGE® plus design Fudge, fudge-dipped apples, fudge-dipped popcorn, divinity, and peanut brittle	Reg. Principal	85/921,774 May 2, 2013	4,451,274 Dec. 17, 2013
0007	PECAN POSSE™ Fudge, namely, fudge with pecans	Reg. Principal	86/745,207 Sep. 2, 2015	4,936,450 April 12, 2016
0008	BIG WALLY™ Fudge	Reg. Principal	86/745,247 Sep. 2, 2015	5,087,903 Nov. 22, 2016
0009	BIG LEAGUE™ Fudge	Reg. Principal	86/788,161 Oct. 14, 2015	5,409,894 Feb. 27, 2018
0010	LITTLER® Fudge	Reg. Principal	86/794,954 Oct. 21, 2015	5,049,662 Sept. 27, 2016

Security Agreement

Effective Date: January 31, 2020

Debtor: Sweet Shop Candies, Inc., a Texas corporation
1316 Industrial Road, Mt. Pleasant, TX 75455

Secured Party: TECMAC, LLC, a Texas limited liability company
11353 Grand Harbor Blvd., Montgomery, TX 77356

Recitals:

A. Debtor is the maker of that certain Promissory Note dated as of the Effective Date, in the original principal amount of One Hundred Thousand and NO/100ths Dollars (\$100,000.00) (the "Note"). The advances evidenced by the Note and the transactions described in the Note are of value to Debtor and are in furtherance of the business interests of Debtor.

B. To induce Secured Party to enter the loan evidenced by the Note, Debtor has agreed to grant a security interest in all of its right, title and interest in and to the Collateral to secure performance under the Note and this Security Agreement (this "Agreement").

Agreement:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Definitions. The following terms shall have the meanings set forth below:

1.1 "Secured Party's Costs" means and includes filing, recording, publication and search fees paid or incurred by Secured Party; all costs and expenses incurred by Secured Party in any manner or way with respect to Secured Party's enforcement of its rights and remedies under this Agreement or defending this Agreement or its security interest in the Collateral; all costs and expenses incurred in gaining possession of and collecting the Collateral, whether or not a sale is consummated; and reasonable attorneys' fees and expenses incurred by Secured Party as provided for in this Agreement.

1.2 "Code" means the Texas Uniform Commercial Code as amended from time to time. Any and all terms used in this Agreement shall be construed and defined in accordance with the meaning and definition of such terms under and pursuant to the Code. It is the intention of the parties hereto that this Agreement is entered into pursuant to the provisions of the Texas Uniform Commercial Code - Secured Transactions. Any provisions of said Code not specifically included herein shall be deemed a part hereof as if set forth in their entirety and any provisions of this Agreement that might in any manner be in conflict with any provision of said Code shall be deemed superseded by said Code and to that extent the provisions of this Agreement shall be severable and the invalidity of one shall not invalidate another.

TRADEMARK

REEL: 006861 FRAME: 0093

1.3 "Collateral" means and includes: (a) the assets listed on the attached Exhibit "A" and (b) all policies of insurance pertaining to the above described collateral now or hereafter owned or held by Debtor, the proceeds thereof and the unearned premiums pertaining to such policies. If any of the Collateral or any part thereof, are sold, transferred, exchanged or otherwise disposed of, the security interest of Secured Party shall extend to the proceeds payable to Debtor and all such amounts shall be payable, directly to Secured Party up to the amount of the Obligations. Nothing contained in this Agreement shall be construed to authorize a sale, exchange, hypothecation, transfer, encumbrance, or any other disposition of the Collateral.

1.4 "Obligations" means the payment of all: (i) amounts due and owing hereunder and under the Note and all renewals, extensions or modifications thereof, and any future Obligations owing by or financial accommodations extended to or on behalf of Debtor by Secured Party, whether or not evidenced by the Note; and (ii) Secured Party's Costs.

2. Grant of Security Interest.

2.1 Debtor hereby grants to Secured Party a security interest in the Collateral to secure the prompt payment and performance of the Obligations. Debtor hereby agrees that until all Obligations have been fully paid and satisfied, Secured Party shall at all times have a perfected security interest in the Collateral that shall be prior to any other interest therein except any security interest (the "Senior Lien") in favor of Frost Bank ("Senior Lender").

2.2 Debtor shall, within three days following the request of Secured Party, do all acts and things and execute from time to time all instruments including without limitation all security agreements, statements of legal or equitable interest, financing statements, continuation statements, assignments, affidavits, reports, notices, letters of authority and any other documents that Secured Party may request in form satisfactory to Secured Party to establish, perfect, maintain and continue Secured Party's security interest in the Collateral and in order to fully consummate all of the transactions contemplated under this Agreement. Debtor shall promptly pay on demand all of Secured Party's Costs associated therewith. Debtor hereby irrevocably makes, constitutes and appoints Secured Party (and any agents designated by Secured Party) as Debtor's true and lawful attorney in fact with power to sign the name of Debtor on any financing statements, continuation statements, security agreements, assignments, affidavits, letters of authority, notices or other similar documents which must be executed and/or filed in order to perfect or continue the perfection of Secured Party's security interest in the Collateral. Debtor shall cause to be made appropriate entries in the records of Debtor disclosing Secured Party's security interest in the Collateral.

2.3 Secured Party may, upon the occurrence of an Event of Default under this Agreement and without notice thereof to Debtor, pursue all remedies set forth in Section 9 below. Until such time as Secured Party exercises its right to take control of the Collateral, Debtor may collect the Collateral and all proceeds thereof. Notwithstanding the foregoing, Debtor shall receive in trust for Secured Party all Collateral and proceeds of Collateral and all property and proceeds whatsoever paid or distributed to Debtor and, upon an Event of Default, forthwith deliver the same as received to Secured Party, together with a remittance report, in form satisfactory to Secured Party.

2.4 Debtor authorizes Secured Party and Secured Party shall have the right at any time or times to verify any matter relating to the Collateral in the name of Debtor or Secured Party.

3. Debtor Representations. Debtor represents and warrants as follows:

3.1 The execution, delivery and performance of this Agreement by Debtor is not prohibited by, and does not violate any provision and will not result in the breach (with or without the giving of notice, lapse of time or both) of, or accelerate or permit the acceleration of the performance required by the terms of: (i) any applicable law, rule, regulation, judgment, decree, order or other requirement of the United States, any State of the United States or any court, authority, department, commission, board, bureau, agency or instrumentality of either the United States or any State of the United States; or (ii) documents evidencing or securing the Senior Lien in favor of Senior Lender; or (iii) any material contract, indenture, agreement or commitment to which Debtor is a party or is bound or which is material to the operations of Debtor.

3.2 Other than the security interest granted herein and the Senior Lien: (a) Debtor is the sole beneficial and recorded owner of the Collateral and (b) the Collateral is held by Debtor free from any adverse claim of ownership, lien, security interest or other encumbrance.

3.3 There are no actions or proceedings pending by or against Debtor in any court or administrative agency and Debtor has no knowledge of any pending, threatened or imminent litigation, governmental investigation or claim, complaint, action or prosecution involving Debtor and if any of the foregoing arise during the term of this Agreement, Debtor shall immediately notify Secured Party in writing with respect thereto.

3.4 Debtor is solvent and able to pay its debts as they mature.

3.5 No consents, approvals, orders or authorizations are required for the execution and delivery of this Agreement by Debtor, or for the consummation by Debtor of the transactions contemplated hereby.

3.6 Debtor is not in default, nor with the giving of notice the passage of time or both will Debtor be in default, under the Senior Lien or any material contract, indenture, agreement or commitment to which Debtor is a party or is bound or which is material to the operations of Debtor.

4. Affirmative Covenants. Until all Obligations are fully paid and satisfied, Debtor will:

(a) Maintain full and accurate books and records relating to the Collateral (the "Collateral Records") and if and when requested by Secured Party or upon the occurrence of any Event of Default deliver to Secured Party the Collateral Records, including, without limitation, all agreements, documents and instruments of any kind or nature relating to the Collateral.

(b) Comply with any material contract, indenture, agreement or commitment to which Debtor is a party or is bound or which is material to the operations of Debtor, including, but not limited to, the comply with all requirements with respect to the Senior Lien.

(e) Not to do any act which shall in any manner impair or invalidate the security interest created hereunder.

(f) At its own expense, defend the Collateral and the proceeds thereof against any claim or demand of another person at any time claiming an interest in the Collateral or proceeds.

5. Negative Covenants. Until all Obligations to Secured Party are fully paid and satisfied, Debtor will not do any of the following without the prior written consent of Secured Party, which may be given or withheld in its sole and complete discretion, and any attempt to do so shall be void and of no effect whatsoever: (a) except for the Senior Lien, sell, assign, transfer, encumber, grant any other security interest in, or dispose of the Collateral in any manner whatsoever, or any portion thereof, or any interest therein; (b) permit any levy, or attachment to be made on any of the assets of Debtor; (c) permit any receiver, trustee, custodian, assignee for the benefit of creditors or any other person or entity having similar powers or duties to be appointed or to take possession of any or all of the assets of Debtor; or (d) make any distribution of the property or assets of Debtor; or (e) dissolve, liquidate or wind down.

6. Indemnification. Debtor agrees to indemnify and defend (with counsel reasonably acceptable to Secured Party) Secured Party for, and save them harmless from, any and all liability arising from any obligation that might accrue to the Secured Party from this Agreement, and from any claim or action disputing Secured Party's interest in the Collateral. This Agreement: (i) shall not place responsibility on Secured Party for the control of any of the Collateral, or make the Secured Party responsible or liable for any act or failure with respect to the Collateral; and (ii) shall not in any way constitute an assumption by Secured Party of any obligations or liability of Debtor with respect to the Collateral.

7. Authority of Secured Party to Perform for Debtor. If Debtor fails to act as required by this Agreement, Secured Party is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand.

8. Events of Default. The happening of any one or more of the following events (and the expiration of any applicable cure period) shall constitute an "Event of Default" hereunder: (a) an Event of Default under the Note; (b) a default in the due and timely performance of any term, condition, or covenant contained in this Agreement which default; (c) the material breach of any warranty, representation or certification contained in this Agreement; (d) the transfer of the Collateral, voluntarily or involuntarily, in violation of the terms of this Agreement; or (g) any repudiation by Debtor of any obligation hereunder.

9. Default Remedies.

9.1 Secured Party may, upon the occurrence of an Event of Default under this Agreement and without notice thereof to Debtor: (a) accelerate the Obligations which shall then become immediately due and payable; (b) demand, collect (by legal foreclosure or otherwise provided by law) and receive payment of any Collateral; or (c) proceed to exercise all rights and remedies hereunder, under the Code, at law or in equity.

9.2 In addition to the remedies set forth in Section 9.1 above, Secured Party may sell or cause to be sold all or any part of the Collateral at such time and place as shall be determined by Secured Party, at public or private sale, at such price as Secured Party shall deem acceptable, without demand of performance or advertisement and after ten (10) days prior written notice to Debtor of its intention to sell, which notice shall contain the time and place of sale or the time after which sale or other disposition is to be made and which period shall constitute reasonable notice under the Uniform Commercial Code. Any such public sale shall be held at such place in Texas as Secured Party may fix in the notice of sale. Secured Party shall not be obligated to make any such sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public sale or cause the same to be adjourned from time to time by announcement at the time and place at which the same may be so adjourned. Upon any such sale, Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the property sold, absolutely free from any claim or right of any kind, including any equity or right of redemption, stay or appraisal which Debtor has or may have under any rule, law or statute now existing or hereafter adopted. Secured Party may be the purchaser of any or all of the Collateral sold and thereafter hold the same, absolutely free from any claim or right of Debtor.

The proceeds of such sale shall first be applied to the payment of the Secured Party's Costs and then to the payment of all other Obligations (in whatever order Secured Party elect), paying over any excess to Debtor who shall remain liable for any deficiency.

9.3 Debtor does hereby irrevocably designate, make, constitute and appoint Secured Party, and any directors, officers, employees or agents designated by Secured Party, as Debtor's true and lawful attorney in fact, with the power to be exercised by Secured Party as they may, in its sole election, determine, in Debtor or Secured Party's name and at Debtor's expense, upon the occurrence of an Event of Default under this Agreement to: (a) endorse Debtor's name on any checks, notes, acceptances, drafts or other forms of payment or security that may come into Secured Party's possession; (b) exercise all of Debtor's rights and remedies with respect to the collection of the Collateral; (c) sign Debtor's name on any document relating to the Collateral; or (d) sign Debtor's name on any other instrument or document and to do all acts and things necessary or appropriate to protect, preserve, collect or realize upon Secured Party's security interest hereunder and carry out this Agreement. Secured Party shall not be obligated to do any of the acts or exercise any of the powers hereinabove authorized, but, if Secured Party elect to collect said Collateral, do any such act or exercise any of the foregoing powers, it may do so in any manner or means as it may determine, and it shall not be liable to Debtor for any error in judgment or mistake of fact or law, excepting willful misconduct or bad faith. This power being coupled with an interest, is irrevocable

until all Obligations are fully paid and satisfied. All acts by or on behalf of Secured Party pursuant hereto are hereby ratified and approved by Debtor.

9.4 Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Secured Party's willful misconduct.

9.5 Secured Party's rights and remedies under this Agreement and all other agreements shall be cumulative and may be exercised simultaneously or successively, in such order as Secured Party shall determine.

10. Duration of Agreement. This Agreement and the security interest created hereby shall continue until all Obligations are completely satisfied and discharged.

11. Successors. This Agreement shall be binding upon the parties, their executors, administrators, legal and personal representatives, successors and assigns. Debtor may not assign or delegate either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Secured Party.

12. Governing Law. This Agreement and the obligations which it secures and all rights and liabilities of the parties shall be governed as to validity, interpretation, enforcement and effect by the laws of the State of Texas.

13. Notices. All notices, waivers, demands, requests and other communications required or permitted by this Agreement (collectively, "Notices"), to be effective, shall be in writing and shall be given as follows by (a) personal delivery, (b) established overnight commercial courier with delivery charges prepaid or duly charged or, (c) registered or certified mail, return receipt requested, first class postage prepaid:

To Secured Party: 11353 Grand Harbor Blvd., Montgomery, TX 77356

To Debtor: 1316 Industrial Road, Mt. Pleasant, TX 75455

or to any other address or addressee as any party entitled to receive notice under this Agreement shall designate, from time to time, by Notice given to the other party in the manner provided in this Article. Notices given by personal delivery shall be deemed to have been received upon tender to the respective address set forth above. Notices given by overnight courier shall be deemed to have been received the next business day after delivery to such overnight commercial courier. Notices given by certified or registered mail shall be deemed to have been received on the second day after deposit into the United States mail.

14. Time is of the Essence. Time is of the essence of this Agreement and all terms and provisions hereof.

15. Attorneys' Fees. In the event that Secured Party employ attorney(s) to collect the Obligations or to enforce the provisions of this Agreement or to protect or foreclose the security for the Obligations, Debtor agrees to pay Secured Party's attorney fees and all expenses reasonably incurred at, before or after trial and on appeal, whether or not taxable as costs, or in any bankruptcy proceeding, or in connection with post-judgment collection efforts. Such fees shall be immediately due and payable and shall bear simple interest at the rate of 10% per annum.

16. Severability. If any provision in this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby and shall not be rendered invalid or unenforceable.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be executed by one of the parties hereto, with the same force and effect as though all the parties executing such counterparts had executed but one instrument.

18. Entire Agreement. This is the full and final agreement of the parties hereto with respect to the subject matter hereof and, in executing this Agreement, Debtor represents and acknowledges to Secured Party that Debtor is not relying on, and there are no other, statements, promises or representations, either oral or written, note expressly contained herein.

19. Modifications. This Agreement may not be modified orally or in any manner, other than by an agreement in writing signed by all the parties or their respective successors in interest.

20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Secured Party:

TECMAC, LLC, a Texas limited liability company doing
business as "Big Little Fudge"

By 

Robin Strickland, Vice-President

Debtor:

SWEET SHOP CANDIES, INC., a Texas corporation

By: *Michael Moss*

Name: *Michael Moss*

Title: *President*

Exhibit "A"
Description of Collateral

1. All Debtor's right, title and interest in and to trade names and trademarks described on the attached Schedule 1 and all associated images and art work.
2. All of Debtor's fixtures, furniture, equipment and other tangible personal property described on the attached Schedule 2.
3. All of Debtor's right, title and interest, to the extent assignable, in and to:
 - a) The domains listed on the attached Schedule 3a;
 - b) The social media accounts listed on the attached Schedule 3b;
 - c) The URL and content of the websites listed on the attached Schedule 3c and associated applications, including the e-commerce marketing platform Yotpo;
 - d) The email address accounts associated with Big Little Fudge and hosted by Media Temple; and
 - e) The telephone number 1-888-54fudge (1-888-543-8343).
4. All of Debtor's right, title and interest, to the extent assignable, in and to the bar codes listed on the attached Schedule 4.
5. All of Debtor's customer and supplier lists acquired from Secured Party.
6. All of Debtor's right, title and interest, to the extent assignable, in and to customer engagement software solution for sales, marketing, e-commerce, social media integration and customer service licensed and provided by Hiecor.
7. All of Debtor's right, title and interest in and to the fudge recipes acquired from Secured Party.
8. All of Debtor's inventory of ingredients and packaging materials acquired from Secured Party.

Schedule I
List of Trade Names and Trademarks

TRADEMARK PORTFOLIO SUMMARY
REVISED ON JANUARY 17, 2020

File No.	Title <i>Goods and Services</i>	Status <i>Registered</i>	Serial No. <i>File Date</i>	Reg. No. <i>Reg. Date</i>	USPTO <i>Classification</i> <i>Number</i>	USPTO <i>International</i> <i>Number</i>
0001	BIG LITTLE FUDGE [®] Fudge, fudge-dipped apples, fudge-dipped popcorn, divinity, peanut brittle	Reg.	85/022,141	3,982,547	-----	June 21, 2020-21
		Principal	April 23, 2010	June 21, 2011		
0002	WHAT'S YOUR FUDGE FACTOR? [®] Fudge, fudge-dipped apples, fudge-dipped popcorn, divinity, peanut brittle	Reg.	85/023,950	3,959,606	-----	May 10, 2020-21
		Principal	April 27, 2010	May 10, 2011		
0003	LIVE A LITTLE, FUDGE A LOT. [®] Fudge, fudge-dipped apples, fudge-dipped popcorn, divinity, peanut brittle	Reg.	85/023,957	3,959,607	-----	May 10, 2020-21
		Principal	April 27, 2010	May 10, 2011		
0004	BIG LITTLE FUDGE [®] plus design Fudge, fudge-dipped apples, fudge-dipped popcorn, divinity, and peanut brittle	Reg.	85/021,774	4,451,274	-----	Dec. 17, 2022-2023
		Principal	May 2, 2013	Dec. 17, 2013		
0007	FECAN POSSE [™] Fudge, candy, fudge with pecans	Reg.	86/745,207	4,936,450	April 12, 2021-22	April 22, 2025-26
		Principal	Sep. 2, 2015	April 12, 2016		
0008	BIG WALLY [™] Fudge	Reg.	86/745,247	5,087,903	Nov. 22, 2021-22	Nov. 22, 2025-26
		Principal	Sep. 2, 2015	Nov. 22, 2016		
0009	BIG LEAGUE [™] Fudge	Reg.	86/788,161	5,409,894	Feb. 27, 2023-24	Feb. 27, 2027-28
		Principal	Oct. 14, 2015	Feb. 27, 2018		
File No.	Title <i>Goods and Services</i>	Status <i>Registered</i>	Serial No. <i>File Date</i>	Reg. No. <i>Reg. Date</i>	USPTO <i>Classification</i> <i>Number</i>	USPTO <i>International</i> <i>Number</i>
0010	LITTLER [®] Fudge	Reg.	86/794,954	5,049,662	Sept. 27, 2021-22	Sept. 27, 2025-26
		Principal	Oct. 21, 2015	Sept. 27, 2016		

Schedule 2
List of FF&E

	Description
3	U-Shaped Desks with Drawers & Cabinets
6	HACCP Ingredient Bins
13	Winholt Heavy Duty Bakers Racks Holds 20 Sheet Pans (18 x26)
2	30 x 24 x 31 Steel Table with Casters
2	48 x 24 x 36 Steel Table
4	72 x 30 x 29 Steel Table
1	48 x 24 x 29 Steel Table
6	48 x 24 x 39 Steel Table with Casters
4	49.5 x 24 x 39 Steel Table with Casters
1	3 Way Sink Steel with Sprayer
6	48" x 18" x 75" Storage Wire Racks on Casters (6 Shelves)
6	48" x 24" x 72" Storage Racks (5 Shelves)
4	76" x 24" x 70" Storage Racks (4 Shelves)
4	8.5' wide Pallet Racks
1	Groen 5 Gallon Kettle
1	Groen 5 Gallon Kettle
1	Groen 5 Gallon Kettle
1	Groen 5 Gallon Kettle
1	Groen 5 Gallon Kettle
1	Pallet Jack
1	Gulf Packaging Systems Shrink Wrap Machine/Tunnel
1	Savage Bros 5 Gallon Kettle

1	Food Tools Cutting Machine with 4 different Program Strips 1.25" x 1.25" 2" x 2" .3" x .3" 9" x 12"
380	Sheet Pan Extenders
350	Custom Cutting Boards (fit inside 18 x 26 pans)
2	Uline 30" x 60" Aluminum Platform Carts
1	Electrolux 40 Gallon Kettle with Agitator
200	18 x 26 Sheet Pans
1	2004 Doboy Stratus w Markem Series Date Printer
1	Hand Mixer 20" Shaft 120V
1	Kobalt Electric Compressor
1	Weston Sealer Pro-2300
1	Graseby Metal Detector
1	Nobilelift Model SFH22-118 Manual Stacker 2200# basic lifting capacity
1	Blue Barn Tradeshow Display
1	Big Little Fudge Logo Wooden Indoor/Outdoor Sign
1	Big Little Fudge Commercial Outdoor Sign
16	Large Blue Storage Bins
1	Mobile Stackable Bin Organizer 36" x 58"
1	Custom Built Retail Display 5 Shelves 36" x 12" 72"
1	Custom Built Retail Display 5 Shelves 24" x 12" x 72"
2	Custom Built Mobile Banner Racks
1	9 Basket Display
1	Custom Built Counter for Retail Store
1	Formers By Ernie - Flow wrap former for 1.6 oz
1	Formers By Ernie - Flow wrap former for Littlers
9	Rustic Wooden Frames with Lifestyle Images for Retail Store

Schedule 3a
List of Domain Names

biglittlefudge.com -- renews 04/15/21
biglittlefudge.net -- renews 04/15/21
biglittlefudge.cc -- renews 04/15/21
biglittlefudge.us -- renews 04/15/21
biglittlefudge.biz -- renews 04/15/21
biglittlefudge.mobi -- renews 04/15/21
biglittlefudge.org -- renews 04/15/21
biglittlefudge.info -- renews 04/15/21
biglittlefudge.me -- renews 04/15/21
biglittlefudge.ws -- renews 04/15/21
littlebigfudge.com -- renews 04/15/2021
littlebigfudge.net -- renews 04/15/21
littlebigfudge.cc -- renews 04/15/21
littlebigfudge.mobi -- renews 04/15/21
littlebigfudge.info -- renews 04/15/21
littlebigfudge.org -- renews 04/15/21
littlebigfudge.me -- renews 04/15/21
littlebigfudge.ws -- renews 04/15/21
littlebigfudge.us -- renews 04/15/2020
littlebigfudge.biz -- renews 04/15/2020
littlebigfudges.com -- renews 04/15/2021
littlebigfuge.com -- renews 04/15/21
lilbigfudge.com -- renews 04/15/21
biglittlenuts.com -- renews 04/15/21
whatsyourfudgefactor.com -- renews 04/15/2021
stonemountaingourmetfudge.com -- renews 02/24/2020

Schedule 3b
List of Social Media Accounts

Facebook: <https://www.facebook.com/BigLittleFudge/>

Instagram: <https://www.instagram.com/biglittlefudge/>

Twitter: <https://twitter.com/BigLittleFudge>

Linked In: <https://www.linkedin.com/company/big-little-fudge>

Pinterest: <https://www.pinterest.com/biglittlefudge/>

YouTube: <https://www.youtube.com/channel/UChp5fFkrqpy5-AMVhaRGGig>

Schedule 3c
List of Website Names and Associated Applications

B2C Website: <https://biglittlefudge.com/>

B2B Website: <https://wholesale.biglittlefudge.com/>

B2C: <https://biglittlefudge.com/wp-admin/>

B2B: <https://wholesale.biglittlefudge.com/wp-admin/>

Applications that are built into the B2C website:

1. E-commerce platform: WooCommerce
2. E-commerce marketing platform: Yotpo --
3. Live Chat: Tidio

Schedule 4
List of Bar Codes

(see attached)

