

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freezing Point, LLC		02/25/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Plexus Fund IV-A, L.P., as Collateral Agent		
Street Address:	4242 Six Forks Road, Suite 950		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4106826	CAFÉ TANGO	
Registration Number:	2733133	FRAZIL	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	038534.036		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	02/26/2020		
Total Attachments: 4			
source=(2020) NGSIT - Freezing Point, LLC to Plexus Fund IV-A, L.P., as CA#page1.tif			
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source=(2020) NGSIT - Freezing Point, LLC to Plexus Fund IV-A, L.P., as CA#page3.tif			

OP \$65.00 4106826

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

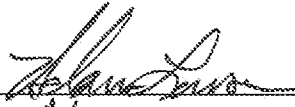
Pursuant to the Subordinated Security Agreement dated as of February 25, 2020 (as amended, modified, supplemented, extended and restated from time to time, the “Security Agreement” – capitalized terms used and not otherwise defined herein have the meanings ascribed therein) by and among the undersigned Grantor and PLEXUS FUND IV-A, L.P., as collateral agent (“Collateral Agent”) on behalf of itself and the Lenders referenced therein, the undersigned Grantor has granted to Collateral Agent, for the ratable benefit of itself and the Lenders, a continuing security interest in such Grantor’s right, title and interest in and to all Trademarks, including the trademark registrations set forth on Schedule 1 attached hereto.

The undersigned Grantor and the Collateral Agent, on behalf of itself and the Lenders, hereby acknowledge and agree that (i) this notice and the security interest in the trademark registrations set forth on Schedule 1 attached hereto may only be terminated in accordance with the terms of the Security Agreement, (ii) Collateral Agent’s interest in the trademark registrations set forth on Schedule 1 attached hereto is as a security interest and not as an absolute assignment, and (iii) in the event of any conflict between the terms of this notice and the terms of the Security Agreement, the terms of the Security Agreement shall govern. This notice may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

Very truly yours,

FREEZING POINT, LLC,
a Utah limited liability company

By: 
Name: Adam Larsen
Title: CFO

Acknowledged and Accepted:

PLEXUS FUND IV-A, L.P.,
as Collateral Agent

By: Plexus Fund IV GP I, LLC,
its General Partner

By: _____
Name:
Title:

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Very truly yours,

FREEZING POINT, LLC,
a Utah limited liability company

By: _____
Name:
Title:

Acknowledged and Accepted:

PLEXUS FUND IV-A, L.P.,
as Collateral Agent

By: Plexus Fund IV-SP I, LLC,
its General Partner

By: _____
Name: Michael Becker
Title: Manager

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Schedule 1

**Freezing Point, LLC
(Utah Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
CAFÉ TANGO	4106826	02/28/12
FRAZIL	2733133	07/01/03