

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perky Jerky, LLC		04/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AEGIS BUSINESS CREDIT, LLC		
Street Address:	3401 West Cypress Street		
Internal Address:	SUITE 201		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5163356	BEST TASTING JERKY ON EARTH GUARANTEED	
Registration Number:	5195322	HOT & BOTHERED	
Registration Number:	5195672	JAMMIN' JAMAICAN	
Registration Number:	5195670	MORE THAN JUST ORIGINAL	
Registration Number:	3929431	PERKY JERKY	
Registration Number:	3687533	PERKY JERKY	
Registration Number:	3872019	PERKY JERKY	
Registration Number:	5692590	PROTEIN PALS	
Registration Number:	5204357	SWEET & SNAPPY	
Registration Number:	5198976		
CORRESPONDENCE DATA			
Fax Number:	5612881447		
<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:	5613954141		
Email:	gmk@krasnalaw.com		
Correspondent Name:	Gary M. Krasna		
Address Line 1:	2300 Glades Road		

OP \$265.00 5163356

Address Line 2: Suite 203E
Address Line 4: Boca Raton, FLORIDA 33431

NAME OF SUBMITTER: Gary M. Krasna

SIGNATURE: /Gary M. Krasna/

DATE SIGNED: 04/28/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of April 21, 2020, by and between PERKY JERKY, LLC, a Delaware limited liability company (the "Grantor" or "Debtor"), and AEGIS BUSINESS CREDIT, LLC, a Florida limited liability company (the "Secured Party").

RECITALS

A. Secured Party has extended certain financing to Grantor pursuant to the terms of that certain Purchase Order/Factoring and Security Agreement dated on or about the date hereof (the "Factoring Agreement").

B. In order to induce Secured Party to continue to extend financing to the Grantor and to enter into the Factoring Agreement, Grantor has agreed to grant a security interest in certain intangible property owned by Grantor to Secured Party for purposes of securing the obligations of Grantor to Secured Party. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Factoring Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest to Secured Party in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights, in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which are available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications, and like protections associated therewith, including without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill

of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future third-party infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) To the extent transferrable under applicable law or under effective agreement for Grantor’s license and use of any of the foregoing, all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests, if necessary, that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is the sole owner of the Intellectual Property Collateral or, subject to the terms of any agreement to which Grantor is granted a license to use the Intellectual Property Collateral, has a valid license to use, transfer and convey the Intellectual Property Collateral;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(f) Grantor shall (i) give Secured Party not less than thirty (30) days prior written notice of the filing of any applications or registrations of any additional intellectual property rights with the United States Copyright Office, including the title of such intellectual

property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with a copy of such applications or registrations, without the exhibits, if any, thereto, evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing.

(g) Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership or beneficial right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(h) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(i) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Factoring Agreement;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent. Grantor will not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way limit the creation of a security interest in Grantor's property, including the Intellectual Property Collateral; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such

instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, and only while an Event of Default has occurred and is continuing, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the Texas Uniform Commercial Code.

5. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under the Agreement:

(a) An Event of Default occurs under the Factoring Agreement or any other agreement between Grantor and Secured Party; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Notices. All notices, demands and other communications which are required to be given, served or sent pursuant to this Agreement will be in writing and will be delivered personally, by facsimile, or sent by air courier or first class certified or registered mail, return receipt requested and postage prepaid to the addresses listed on the signature page hereto.

8. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

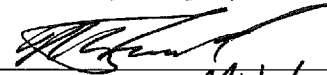
11. Choice of Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of Florida, without regard for choice of law provisions.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SECURED PARTY:

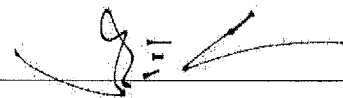
AEGIS BUSINESS CREDIT, LLC, a Florida limited liability company

By: 
Name: Michael Fuscell
Title: President

Address:
3401 West Cypress Street, Suite 201
Tampa, FL 33607

GRANTOR:

PERKY JERKY, LLC, a Delaware limited liability company

By: 
Name: Brian Levin
Title: CEO

Address:
4380 South Syracuse Street
Suite 300
Denver, CO 80237

Exhibit A - Copyrights

Printed On: 24 Apr 2020 9:16:11AM

Search Criteria

Reference # 6507*

COPYRIGHTS

REFERENCE #	TITLE	REG. NO.	REG. DATE	CREATION YEAR	OWNER
6507-17	U.S. Copyright "TURKEY DESIGN"	VA 2-089-533	6-5-2017	2010	Perky Jerky, LLC.

Exhibit B - Patents

Perky Jerky Patent Matters - 4/24/20

SR Reference #	Country ID	Type	Status	Title	Serial #	Filed Date	Publication #	Publication Date	Patent #	Issue Date
6507-1	US	DES	ISSUED	Garment for Displaying a Plurality of Articles	29/389,542	4/13/2011			D648,397	11/8/2011
6507-15	US	UTL	ALLOWED	SYSTEM AND METHOD FOR PREPARING MEAT PRODUCTS	15/727,330	10/6/2017	US 2018-0153181 A1	6/7/2018		
6507-15-PCT	WO	UTL	PUBLISHED	SYSTEM AND METHOD FOR PREPARING MEAT PRODUCTS	PCT/US17/55610	10/6/2017	WO 2018/067979	4/12/2018		
6507-19	US	UTL	PUBLISHED	SYSTEM AND METHOD FOR PREPARING MEAT PRODUCTS	16/036,444	7/16/2018	US 2020-0015487 A1	1/16/2020		
6507-1-EP-1	EU	DES	ISSUED	Garment for Displaying a Plurality of Articles	001931809	10/13/2011			001931809-0001	10/13/2011
6507-1-EP-2	EU	DES	ISSUED	Garment for Displaying a Plurality of Articles	001931809	10/13/2011			001931809-0002	10/13/2011

Trademark Report By Country

Search Criteria

Reference # 6507*
 Status ACTIVE - FILED

Display Options

Goods All
 Images All

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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CANADA

6507-3-CA	PERKY JERKY	11/2/2009 1457586	10/29/2012 835,304	REGISTERED
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Goods: 16 - Promotional materials, namely, stickers, brochures, posters, note pads, coffee cups, paper weights and writing utensils.
 25 - Clothing, namely, t-shirts, sweatshirts, pullovers, jackets, pants, leggings and sweatbands, headgear, namely, hats and sweatbands, and footwear, namely, socks and shoes.
 29 - Processed food products, namely, beef jerky and sausage meat snacks, turkey jerky and sausage meat snacks, chicken jerky and sausage meat snacks, buffalo jerky and sausage meat snacks, elk and venison jerky and sausage meat snacks, vegetable jerky and vegetable sausage snacks, tofu and soy jerky and tofu/soy sausage snacks, and other meat and vegetarian jerky and sausage snack foods.

CHINA

6507-3-1-WO-CN	PERKY JERKY	12/11/2014 1244514	12/11/2014 1244514	REGISTERED
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Goods: 029 - beef jerky and turkey jerky

CUBA

6507-3-1-WO-CU	PERKY JERKY	7/15/2016 1244514	7/15/2016 1244514	REGISTERED
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Goods: 029 - beef jerky and turkey jerky

HONG KONG

6507-3-1-HK	PERKY JERKY	6/15/2016 303807027	1/17/2017 303807027	REGISTERED
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Goods: 029 - beef jerky; turkey jerky

ISRAEL

6507-3-1-WO-IL	PERKY JERKY	7/15/2016 1244514	7/15/2016 1244514	REGISTERED
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Goods: 029 - beef jerky and turkey jerky

JAPAN

6507-3-1-WO-JP	PERKY JERKY	12/11/2014 1244514	12/11/2014 1244514	REGISTERED
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Goods: 029 - beef jerky and turkey jerky

MEXICO

6507-3-1-WO-MX	PERKY JERKY	12/11/2014 1244514	12/11/2014 1244514	REGISTERED
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Goods: 029 - beef jerky and turkey jerky

MONACO

6507-3-1-WO-MC	PERKY JERKY	7/15/2016 1244514	7/15/2016 1244514	REGISTERED
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Goods: 029 - beef jerky and turkey jerky

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
NEW ZEALAND				
6507-3-1-WO-NZ	PERKY JERKY	7/15/2016 1244514	7/15/2016 1244514	REGISTERED
Goods:	029 - beef jerky and turkey jerky			
NORWAY				
6507-3-1-WO-NO	PERKY JERKY	7/15/2016 1244514	7/15/2016 1244514	REGISTERED
Goods:	029 - beef jerky and turkey jerky			
PHILIPPINES				
6507-3-1-WO-PH	PERKY JERKY	7/15/2016 1244514	7/15/2016 1244514	REGISTERED
Goods:	029 - beef jerky and turkey jerky			
RUSSIA				
6507-3-1-WO-RU	PERKY JERKY	7/15/2016 1244514	7/15/2016 1244514	REGISTERED
Goods:	029 - beef jerky and turkey jerky			
SINGAPORE				
6507-3-1-WO-SG	PERKY JERKY	7/15/2016 1244514	7/15/2016 1244514	REGISTERED
Goods:	029 - beef jerky and turkey jerky			
SOUTH KOREA				
6507-3-1-WO-KR	PERKY JERKY	12/11/2014 1244514	12/11/2014 1244514	REGISTERED
Goods:	029 - beef jerky and turkey jerky			
SWITZERLAND				
6507-3-1-WO-CH	PERKY JERKY	7/15/2016 1244514	7/15/2016 1244514	REGISTERED
Goods:	029 - beef jerky and turkey jerky			
TAIWAN				
6507-3-1-TW	PERKY JERKY	6/15/2016 105034407	3/1/2017 01826889	REGISTERED
Goods:	029 - beef jerky; turkey jerky			
UNITED STATES				
6507-10	BEST TASTING JERKY ON EARTH GUARANTEED	9/20/2016 87/177,071	3/14/2017 5,163,356	REGISTERED
Goods:	029 - jerky; beef jerky; turkey jerky			
6507-11	HOT & BOTHERED	9/21/2016 87/178,995	5/2/2017 5,195,322	REGISTERED
Goods:	029 - jerky; beef jerky; turkey jerky			
6507-13	JAMMIN' JAMAICAN	10/3/2016 87/191,255	5/2/2017 5,195,672	REGISTERED
Goods:	029 - Jerky; turkey jerky			
6507-12	MORE THAN JUST ORIGINAL	10/3/2016 87/191,231	5/2/2017 5,195,670	REGISTERED
Goods:	029 - Jerky; beef jerky; turkey jerky			

REFERENCE #	MARK	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS
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UNITED STATES continued.....

6507-3 PERKY JERKY 8/6/2009 3/8/2011 REGISTERED
77/798,927 3,929,431

Goods: 025 - Clothing, namely, t-shirts, sweatshirts, pullovers, jackets, pants, leggings and sweatbands, headgear, namely, hats and sweatbands, and footwear, namely, socks and shoes

6507-3-1 PERKY JERKY 9/1/2005 9/22/2009 REGISTERED
78/705,421 3,687,533

Goods: 029 - beef jerky and turkey jerky

6507-4 PERKY JERKY & Design (In Color) 7/17/2009 11/9/2010 REGISTERED
77/784,228 3,872,019



Goods: 029 - beef jerky

6507-18 PROTEIN PALS 6/30/2017 3/5/2019 REGISTERED
87/512,510 5,692,590

Goods: 029 - Beef jerky; turkey jerky; ready to eat protein food package combinations consisting primarily of meat; ready to eat protein snacks, namely, meat-based snack foods; ready to eat protein food package combinations consisting primarily of jerky, roasted nuts, and/or dried fruits; ready to eat protein snack mix consisting of jerky, roasted nuts, and dried fruits; meat-based snacks; snack mix consisting primarily of jerky, and also including processed nuts, processed seeds, and dried fruits

6507-14 SWEET & SNAPPY 10/3/2016 5/16/2017 REGISTERED
87/191,269 5,204,357

Goods: 029 - Jerky; beef jerky; turkey jerky

6507-9 Turkey Design 9/20/2016 5/9/2017 REGISTERED
87/177,173 5,198,976



Goods: 029 - jerky, turkey jerky

WIPO

6507-3-1-WO PERKY JERKY 12/11/2014 12/11/2014 REGISTERED
1244514 1244514

Goods: 029 - beef jerky and turkey jerky

END OF REPORT

TOTAL ITEMS SELECTED = 27