

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnolia Intellectual Property, LLC		04/13/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Coffee Bell, LLC		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4519385		
Registration Number:	4519386		
Registration Number:	4521766		
Registration Number:	4521769		
Registration Number:	3126202	MAGNOLIA BAKERY	
Registration Number:	3208743	MAGNOLIA BAKERY	
Registration Number:	5232861	MAGNOLIA BAKERY CAFE	
Serial Number:	88722587	MAGNOLIA BAKERY EST. 1996	
Registration Number:	4338283	MAGNOLIA BAKERY	
Registration Number:	4015572	MAGNOLIA MAGNOLIA BAKERY NEW YORK CITY	
Registration Number:	3890645	POWER OF THE CUPCAKE	
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:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		

OP \$290.00 4519385

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Robin Riley

SIGNATURE: /Robin Riley/

DATE SIGNED: 05/08/2020

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Magnolia Intellectual Property, LLC (the "Company") a Delaware limited liability company, has adopted, used and is using the Intellectual Property Collateral (as defined below); and

WHEREAS, the Company is obligated to Coffee Bell, LLC, a Delaware limited liability company (the "Lender", which expression shall include its successors, assigns and transferees), pursuant to that certain Senior Secured Promissory Note dated as of April 13, 2020 (the "Note") and the other Loan Documents (as defined in the Note); and

WHEREAS, in connection with Loan (as defined in the Note), the Company has granted to the Lender a continuing security interest in personal property of the Company, including all right, title and interest of the Company in, to and under the Intellectual Property Collateral (as defined below) pursuant to the Security Agreement dated as of April 13, 2020 (as amended, supplemented or otherwise modified, from time to time the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby grant to the Lender a security interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral") whether now owned or existing or hereafter acquired or arising:

1. Each Trademark (as defined in the Security Agreement) owned by the Company, including, without limitation, each Trademark registration and application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

2. Each Trademark license (including without limitation, each Trademark license identified in Schedule A hereto), and all of the goodwill of the business connected with the use of, or symbolized by each Trademark;

3. All proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Company against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Company (including, without limitation, any Trademark identified in Schedule A hereto) or for the goodwill associated with any of the foregoing; and

4. All rights and benefits of the Company under any Trademark license (including, without limitation, any Trademark license identified in Schedule A hereto).

If any Default (as defined in the Security Agreement) shall have occurred and be continuing, the Company irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact solely with respect to the Intellectual Property Collateral, with full power and authority in the name of the Company or in the Lender's name, from time to time, in the Lender's discretion, to take with respect to the

Intellectual Property Collateral any and all appropriate action which the Company might be entitled to take and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Company to the Lender pursuant to the Security Agreement. The Company acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

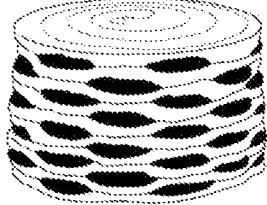
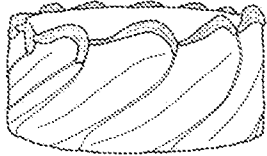



This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.



The Company expressly acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest granted hereby are more fully set forth in the Note and the Security Agreement.

MAGNOLIA INTELLECTUAL PROPERTY LLC

DocuSigned by:
By Barbara Petracca
Name: Barbara Petracca
Title: President

SCHEDULE ATrademarks

MARK	APPL. NO.	REG. NO.
(Device Only) 	85751507	4519385
(Device Only) 	85751829	4519386
(Device Only) 	86070476	4521766
(Device Only) 	86070504	4521769
MAGNOLIA BAKERY	78654983	3126202
MAGNOLIA BAKERY	78862867	3208743
MAGNOLIA BAKERY CAFE	86124501	5232861
MAGNOLIA BAKERY EST. 1996 	88722587	[marked as pending]

MAGNOLIA BAKERY, in custom script 	85731024	4338283
MAGNOLIA MAGNOLIA BAKERY NEW YORK CITY, and Storefront Design (B&W) 	85221372	4015572
POWER OF THE CUPCAKE	77604902	3890645