

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594997

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PLEDGE AND COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biena, LLC		08/28/2020	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	HarborOne Bank
Street Address:	770 Oak Street
City:	Brockton
State/Country:	MASSACHUSETTS
Postal Code:	02303
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4184336	BIENA
Serial Number:	88258976	BLAZIN' HOT
Serial Number:	88632694	BIENA
Serial Number:	88737005	ROCKIN' RANCH
Serial Number:	88746190	BIENA
Serial Number:	88746574	ROCKIN' RANCH
Serial Number:	88883077	LIL' BIT OF EVERYTHING
Serial Number:	88895509	RELATIONCHIP
Serial Number:	88895530	WE'RE IN A NEW RELATIONCHIP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 508-746-1023

Email: hkelman@serkeykelman.com

Correspondent Name: Howard Kelman, Esq.

Address Line 1: 81 Samoset Street

Address Line 4: Plymouth, MASSACHUSETTS 02360

OP \$240.00 4184336

NAME OF SUBMITTER:	Howard Kelman
SIGNATURE:	/Howard Kelman/
DATE SIGNED:	08/31/2020
Total Attachments: 5 source=Biena - executed pledge#page1.tif source=Biena - executed pledge#page2.tif source=Biena - executed pledge#page3.tif source=Biena - executed pledge#page4.tif source=Biena - executed pledge#page5.tif	

PLEDGE AND COLLATERAL ASSIGNMENT OF TRADEMARKS and SECURITY AGREEMENT

THIS Pledge and Collateral Assignment of Trademarks and Security Agreement (“Pledge”) is made as of the 28th day of August, 2020 by **Biena, LLC, a limited liability company with a principle place of 119 Braintree Street, Suite 603, Boston, Massachusetts 02134** (“Borrower”), to Harbor One Bank, a Massachusetts savings bank with a principal place of business at 770 Oak Street, Brockton, Massachusetts 02303 (“Lender”).

Whereas, the Lender is loaning the Borrower the sum of **\$1,500,000.00**, to be repaid as stated in a certain Revolving Line of Credit Note (the “Note”) and the associated Revolving Line of Credit Loan Agreement (the “Loan Agreement”) dated even date herewith (the “Loan” or “Loans”).

Whereas, in addition to certain other collateral, the Lender is requiring that Borrower grant a pledge of, a security interest in, and a collateral assignment of all trademarks with respect to the Borrower’s business operations, including without limitation those certain Trademarks registered with the United States Patent and Trademark Office (the “Trademark Office”) and the Pending Trademark Applications, as set forth on the attached Exhibit A, and all associated goodwill and trademarks in which the Borrower hereafter owns and the proceeds therefrom (the “Trademarks”) as security for the repayment of the Loans and the full and faithful performance of all of the Borrower’s obligations pursuant thereto, as well as all other debts, covenants and agreements of or by the Borrower to or for the benefit of the Lender now existing or hereafter accruing (the “Obligations”).

This Agreement is in addition to and a supplement to the Borrower’s Security Agreement of even date issued by it to the Lender in which the Borrower has granted to the Lender a first priority security interest in all of its assets, including the Trademarks. The terms of the Security Agreement are incorporated herein by reference.

Now therefore, Borrower, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant Lender a security interest in, the pledge of, and collaterally assigns to the Lender, all of the Borrower’s right, title and interest in and to the Trademarks. The Lender hereby acknowledges that the within Pledge and assignment is conditional only, and shall become an absolute assignment only upon Lender’s exercise of its rights and remedies after an Event of Default as defined in the Note and/or Loan Agreement (as defined above).

1. The Borrower hereby represents and warrants:

(1) that it is the owner of the Trademarks, that the Trademarks set forth on the attached Exhibit A contain all of Borrower’s federally registered Trademarks, and that it has duly registered such Trademarks with the United States Patent and Trademark Office;

(2) that each of said Trademarks has been duly registered with the Trademark Office and are valid;

(3) that Borrower is not the owner of any other Trademarks, and shall not register any other trademarks with the Trademark Office without notifying the Lender, and shall grant Lender a security interest in such trademarks;

(4) that it has not assigned, encumbered or pledged its interest in any of the Trademarks to any other party and shall not grant any liens, encumbrances, attachments, security interests, purchase money security interests, assignments, mortgages, charges or other liens or encumbrances of any nature whatsoever with respect to the Trademarks without the prior written consent of Lender;

(5) The Borrower covenants to do all things necessary to defend such Trademarks against any improper use or infringement by any other party, and do all things necessary to maintain all Trademarks while any of the Obligations are outstanding

(6) that Borrower shall deliver to Lender, within three (3) business days of receipt (a) any notices sent by, or sent to, the Trademark Office which may affect Lender's rights under this Pledge, or (b) any notices sent or received by Borrower with respect to any alleged infringement or improper use of the Trademarks by any party;

(7) There are no suits, actions, proceedings, investigations, claims or judgment pending or threatened against Borrower, and Borrower does not know of or have any reason to know of any basis for any such suit, action proceeding, investigation, claim or judgment;

(8) Borrower has herein disclosed to the Lender all facts necessary to enter into this Pledge. No representation or warranty by Borrower contained in this Pledge and no statement contained in any certificate, schedule, list or other writing furnished to the Lender pursuant to the provisions hereof, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statement therein not misleading

2. Borrower shall, at Borrower's sole cost and expense, promptly execute and deliver, or cause the execution and delivery of, all certificates, instruments, and other documents and papers Lender may request in connection with the obtaining of any consent, approval, registration, qualification, or authorization of any governmental authority or of any other person or entity necessary or appropriate for the effective exercise of any rights or remedies under this Pledge. Without limiting the generality of the foregoing, Borrower agrees that in the event Lender shall exercise Lender's rights to sell, transfer, or otherwise dispose of or take any other action in connection with any of the Trademarks pursuant to this Pledge or any other documents executed in connection with the Loans, Borrower shall execute and deliver all applications, certificates, and other documents Lender may request, and, if requested by Lender, Borrower shall otherwise promptly, fully and diligently cooperate with Lender and any other necessary persons, in making

any application for the prior consent or approval of any governmental authority or any other person or entity in connection with the exercise by Lender of any of such rights relating to all or any part of the Trademarks. Borrower agrees that Lender's remedy at law for failure of Borrower to comply with the provisions of this Section would not be adequately compensable in damages, and Borrower agrees that the covenants of this Section may be specifically enforced.

3. Upon an Event of Default as set forth in that certain Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement"), Lender shall have all of the rights and remedies available under this Pledge, the Uniform Commercial Code, at law, and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Lender's interest in the Trademarks until the Obligations have been fully paid and satisfied. No failure or delay on the part of Lender in exercising any right, power or privilege hereunder or under any document executed in connection with the Loans, and no course of dealing between Borrower or any other person and Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other loan document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights and remedies provided in this Pledge are cumulative and not exclusive of any rights or remedies which Lender would otherwise have and may be exercised simultaneously. No notice to or demand on Borrower in any case shall entitle Borrower or any other person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Lender to any other or further action in any circumstances without notice or demand. Lender has no obligation to preserve rights to the Trademarks against any other persons.

4. The Lender shall have no liability for any loss sustained by the Borrower from Lender's actions or failure to act hereunder or from any other act or omission of Lender in exercising Borrower's rights under this Pledge unless such loss is caused by the willful misconduct or bad faith of the Lender, nor shall the Lender have any duty to take any action with regard to the Trademarks and the Borrower shall and hereby does hold the Lender harmless from any and all liability, loss or damage which may or might be incurred under or by reason of this Pledge and from any and all claims and demands whatsoever which may be asserted against the Lender by any person, including without limitation, Borrower, by reason of any alleged obligations or duties on its part to perform or discharge any obligation with respect to said Trademarks. Should the Lender incur any such liability under said Trademarks or under or by reason of this Pledge or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and by any other collateral for the Obligations and the Borrower shall reimburse the Lender therefore immediately upon demand and, upon the failure of the Borrower to do so, the Lender may, at its option, declare all sums secured hereby immediately due and payable.

5. All rights and obligations hereunder shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Borrower hereby irrevocably submits to the nonexclusive jurisdiction of any Massachusetts, state or federal court over any suit, action or proceedings arising out of or relating to this Pledge.

6. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns, and all of the obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

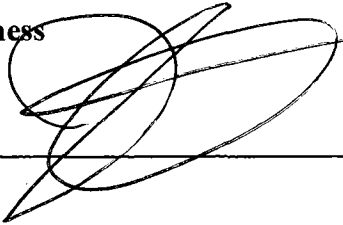
7. If any provision hereof shall be invalid or unenforceable in any respect or in any jurisdiction, the remaining provisions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

8. The Borrower hereby irrevocably authorizes the Lender at any time and from time to time to record and file this Agreement, and to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto setting for the description of the collateral pledged herein and containing any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State. The Borrower agrees to furnish any such information to the Lender promptly upon request.

Executed under seal this ^{28th} day of August, 2020.

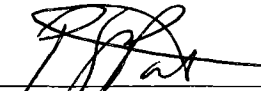
Borrower:
BIENA, LLC

Witness



A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

By:



A handwritten signature in black ink, appearing to be 'Poorvi Patodia', positioned above a horizontal line.

Poorvi Patodia, Manager

Lender:
HARBORONE BANK

Witness



A handwritten signature in black ink, consisting of a few loops and a long horizontal stroke, positioned above a horizontal line.



A handwritten signature in black ink, appearing to be 'Robert Coletta', positioned above a horizontal line.

By: Robert Coletta
Its: Vice President

**EXHIBIT "A" TO PLEDGE AND COLLATERAL ASSIGNMENT OF TRADEMARKS
AND SECURITY AGREEMENT**

OWNER	TITLE	REGISTRATION #
Biena, LLC	Bienna	4184336

OWNER	PENDING TRADEMARK	SERIAL #
Biena, LLC	Blazin' Hot	88258976

Biena, LLC	Bienna	88632694
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Biena, LLC	Rockin' Ranch	88737005
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Biena, LLC	Bienna	88746190
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Biena LLC	Rockin' Ranch	88746574
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Biena LLC	Lil' Bit of Everything	88883077
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Biena, LLC	Relationship	88895509
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Biena, LLC	We're in a Relationship	88895530
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