

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G.A. Productions LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Investors Bank		
Street Address:	101 JFK Parkway		
City:	Short Hills		
State/Country:	NEW JERSEY		
Postal Code:	07078-2716		
Entity Type:	Chartered Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1099747	ELLIO'S	
Registration Number:	4621727	A PIE APART	
CORRESPONDENCE DATA			
Fax Number:	973532314		
<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:	9735302114		
Email:	ajremore@csglaw.com		
Correspondent Name:	Abigail J. Remore		
Address Line 1:	Chiesa Shahinian & Giantomasi PC		
Address Line 2:	One Boland Drive		
Address Line 4:	West Orange, NEW JERSEY 07052		
NAME OF SUBMITTER:	Abigail J. Remore		
SIGNATURE:	/Abigail J. Remore/		
DATE SIGNED:	12/30/2020		
Total Attachments: 9			
source=Executed Patent and Trademark Security Agreement (Term Loan)#page1.tif			
source=Executed Patent and Trademark Security Agreement (Term Loan)#page2.tif			
source=Executed Patent and Trademark Security Agreement (Term Loan)#page3.tif			

OP \$65.00 1099747

source=Executed Patent and Trademark Security Agreement (Term Loan)#page4.tif
source=Executed Patent and Trademark Security Agreement (Term Loan)#page5.tif
source=Executed Patent and Trademark Security Agreement (Term Loan)#page6.tif
source=Executed Patent and Trademark Security Agreement (Term Loan)#page7.tif
source=Executed Patent and Trademark Security Agreement (Term Loan)#page8.tif
source=Executed Patent and Trademark Security Agreement (Term Loan)#page9.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “**Agreement**”), dated as of December 30, 2020, is made by and between G.A. PRODUCTIONS LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature (the “**Debtor**”), and INVESTORS BANK, a New Jersey chartered commercial bank (“**Secured Party**”), having a business location at the address set forth below next to its signature.

RECITALS

A. Debtor and Secured Party are parties to a Loan Agreement (as amended, supplemented or restated from time to time, the “**Loan Agreement**”) dated the same date as this Agreement, setting forth the terms on which Secured Party may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“**Patents**” means all of Debtor’s right, title and interest in and to patents, applications for patents, utility models (or similar rights granted by any governmental entity), and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto, fees or royalties with respect to each, and including without limitation the right to sue for past, present and future infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation, the patents and applications listed on Exhibit A.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks and trade dress, including, but not limited to, registrations and applications for registration for each, common law rights associated with each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest.** Debtor hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of all obligations under the Loan Documents (collectively, the “**Obligations**”). As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary corporate or company action on the part of Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Patents and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall promptly, but no later than within 45 days, provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor’s or any Affiliate’s business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Debtor’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly, but no later than within 45 days, provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Secured Party of such item(s) and cause such Affiliate to execute and deliver to Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens (as defined in the Loan Agreement) except Permitted Encumbrances. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except any Liens permitted under the Loan Agreement (“**Permitted Encumbrances**”), and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Encumbrances.

(f) **No Sale.** Except as permitted in the Loan Agreement, Debtor will not assign, transfer, license, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party’s prior written consent.

(g) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons.

(h) **Maintenance.** Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party’s Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Secured Party that it intends to abandon a Patent or Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Secured Party’s option, in Secured Party’s own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable attorneys’ fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party’s taking action

under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney in fact of Debtor, effective upon the occurrence and during the continuation of an Event of Default, with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, after the occurrence and during the continuation of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, at Debtor's own cost and expense, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure shall continue beyond the expiration of any applicable notice and cure period; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by Secured Party in aid of such enforcement.

7. **Recording.** Debtor authorizes and requests Secured Party to record this Patent and Trademark Security Agreement with the United States Patent and Trademark Office.

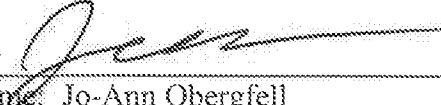
8. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey. This Agreement may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

c/o Emmet, Marvin & Martin, LLP
120 Broadway, 32nd Floor
New York, New York 10271
Attention: Brian D. Obergfell, Esq.

G.A. PRODUCTIONS LLC

By 
Name: Jo-Ann Obergfell
Title: Manager

Investors Bank
101 JFK Parkway
Short Hills, New Jersey 07078-2716
Attention: Paul Ferrara

INVESTORS BANK, a New Jersey chartered
commercial bank

By _____
Name: Paul Ferrara
Title: Senior Vice President

[Signature page to Patent and Trademark Security Agreement (ABL Term Loan)]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.


c/o Emmet, Marvin & Martin, LLP
120 Broadway, 32nd Floor
New York, New York 10271
Attention: Brian D. Obergfell, Esq.

G.A. PRODUCTIONS LLC

By _____
Name: Jo-Ann Obergfell
Title: Manager

Investors Bank
101 JFK Parkway
Short Hills, New Jersey 07078-2716
Attention: Paul Ferrara

INVESTORS BANK, a New Jersey chartered
commercial bank

By  _____
Name: Paul Ferrara
Title: Senior Vice President

[Signature page to Patent and Trademark Security Agreement (ABL Term Loan)]

EXHIBIT A

UNITED STATES ISSUED PATENTS

None

UNITED STATES PATENT APPLICATIONS

None

FOREIGN ISSUED PATENTS

None

UNITED STATES PATENT APPLICATIONS

None

EXHIBIT B

**UNITED STATES TRADEMARKS, SERVICE MARKS, TRADE DRESS
AND COLLECTIVE MEMBERSHIP MARKS REGISTRATIONS AND PENDING
APPLICATIONS**

Registered Trademarks:

Title	Type	Country	Serial No.	Registration No.	Registration Date
ELLIO'S	Typed Drawing	US	73135609	1099747	August 15, 1978
A PIE APART	Standard Character Mark	US	85795508	4621727	October 14, 2014