

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRODO BAKING COMPANY LLC		01/07/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB CAPITAL CORPORATION		
Street Address:	1010 Grand Blvd.		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64106		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87523584	MR. BISCUIT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8017995850		
Email:	klanderson@hollandhart.com		
Correspondent Name:	Scott Irwin		
Address Line 1:	P.O. Box 11583		
Address Line 4:	Salt Lake City, UTAH 84110		
ATTORNEY DOCKET NUMBER:	53723.0128		
NAME OF SUBMITTER:	Scott Irwin		
SIGNATURE:	/Scott Irwin/		
DATE SIGNED:	01/07/2021		
Total Attachments: 6			
source=Mezz Intellectual Property Security Agreement (Executed)-c#page1.tif			
source=Mezz Intellectual Property Security Agreement (Executed)-c#page2.tif			
source=Mezz Intellectual Property Security Agreement (Executed)-c#page3.tif			
source=Mezz Intellectual Property Security Agreement (Executed)-c#page4.tif			

CH \$40.00 87523584

source=Mezz Intellectual Property Security Agreement (Executed)-c#page5.tif

source=Mezz Intellectual Property Security Agreement (Executed)-c#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”), dated as of January 7, 2021, is made by **FRODO BAKING COMPANY LLC**, a Delaware limited liability company, with an address of 11709 Roe Ave., Ste. D239, Leawood, Kansas 66211 (“**Grantor**”), in favor of **UMB CAPITAL CORPORATION**, a Missouri corporation, with an address of 1010 Grand Blvd., Kansas City, Missouri 64106 (“**Secured Party**”). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Security Agreement (as defined below).

WHEREAS, Grantor has entered into that certain Securities Purchase Agreement, dated as of the date hereof (as the same may be amended, modified, or restated from time to time, the “**Securities Purchase Agreement**”), with Secured Party;

WHEREAS, as a condition precedent to Secured Party advancing funds or extending credit to Grantor, Grantor has executed and delivered to Secured Party that certain Security Agreement, dated as of the date hereof, made by Grantor in favor of Secured Party (as the same may be amended, modified, or restated from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with certain governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Secured Party as follows:

1. Grant of Security. Grantor hereby grants to Secured Party a continuing security interest in and lien on all of Grantor’s right, title and interest in, to and under the following (the “**IP Collateral**”):

(a) all patents and patent applications, including those set forth on Schedule A attached hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) all trademark registrations and applications, including those set forth on Schedule B attached hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”);

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages,

restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the IP Collateral are as provided by the Securities Purchase Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement in electronic format shall be effective as delivery of a manually-executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, EXCEPT TO THE EXTENT THAT THE APPLICABILITY OF ANY SUCH LAWS MAY NOW OR HEREAFTER BE PREEMPTED BY FEDERAL LAW, IN WHICH CASE, SUCH FEDERAL LAW SHALL SO GOVERN AND BE CONTROLLING.

[Signature Page Follows]

The parties have executed this IP SECURITY AGREEMENT as of the date first specified above.

GRANTOR:

FRODO BAKING COMPANY LLC

By: 

Name: Mark Riegel

Title: Chief Executive Officer

AGREED AND ACCEPTED:

SECURED PARTY:

UMB CAPITAL CORPORATION

By: 

Name: Andre Trudell

Title: President

[Signature Page to IP Security Agreement (Mezz)]

TRADEMARK
REEL: 007198 FRAME: 0785

SCHEDULE A
PATENT APPLICATIONS

Patent Title	Country	Filed	App. No.	Issue Date	Reg. No.
N/A					

SCHEDULE B
TRADEMARKS

Mark	Country	Filed	Serial No.	Reg. Date	Reg. No.
MR. BISCUIT	USA	July 11, 2017	87523584	May 8, 2018	5466268