

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeni's Splendid Ice Creams, LLC		09/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxer Mezzanine Fund II, L.P.		
Street Address:	883 Yard Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4082974	ART · IS · AN ICE CREAM	
Registration Number:	3158520	GRAVEL ROAD	
Registration Number:	3993977	JENI'S	
Registration Number:	4392270	JENI'S	
Registration Number:	3993978	JENI'S	
Registration Number:	3993979	JENI'S	
Registration Number:	4392271	JENI'S	
Registration Number:	3286915	THE DAIRY HEIR	
Registration Number:	4740913	WE MADE THIS	
Registration Number:	4832232	WE MADE THIS	
Registration Number:	6024073	BUTTERCRISP	
Registration Number:	5974357	CONE COIN	
Serial Number:	86977874	PLANTS FOR PINTS	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
TRADEMARK			

OP \$340.00 4082974

Correspondent Name: DUNCAN POIRIER
Address Line 1: 200 PUBLIC SQUARE
Address Line 2: SUITE 2300
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 39862-3

NAME OF SUBMITTER: Duncan Poirier

SIGNATURE: /Duncan Poirier/

DATE SIGNED: 10/04/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made as of September 28, 2021, among the grantor listed on the signature page hereof (the “**Grantor**”), and OXER MEZZANINE FUND II, L.P. (the “**Purchaser**”).

RECITALS

WHEREAS, pursuant to that certain Senior Subordinated Securities Purchase Agreement dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “**Purchase Agreement**”) by and among Grantor, as the issuer thereunder, the guarantors from time to time party thereto and the Purchaser, the Purchaser is willing to make certain financial accommodations available to the Grantor pursuant to the terms and conditions thereof; and

WHEREAS, the Purchaser is willing to make the financial accommodations to the Note Parties (as defined in the Purchase Agreement) as provided for in the Purchase Agreement, but only upon the condition, among others, that the Grantor execute and deliver to the Purchaser this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS.

(a) “**Trademarks**” means all of the following now owned or hereafter adopted or acquired by Grantor in the United States, any state or territory thereof, or any other country or any political subdivision thereof: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), including any common law rights; (b) all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (c) all reissues, extensions or renewals thereof; (d) all goodwill associated with or symbolized by any of the foregoing; and (e) all rights in or to any of the foregoing.

(b) “**Trademark License**” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(b) All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Purchaser, a continuing first priority security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(e) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations (as defined in the Purchase Agreement), whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Purchaser.

SECTION 4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Purchaser pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser with respect to the Security Interest in the Trademark Collateral made and 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.

SECTION 5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice to Purchaser with respect to any such new Trademarks or renewal or extension of any Trademark registration pursuant to the terms of the Purchase Agreement. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Purchaser unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantor; provided that Purchaser shall give notice of such amendment to Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Purchaser's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

SECTION 6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement

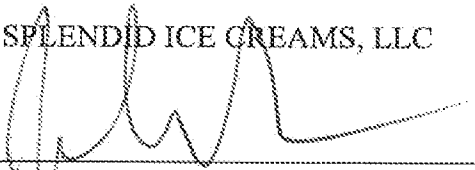
is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

SECTION 7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any person or entity shall be construed to include such person’s or entity’s successors and assigns.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JENI'S SPLENDID ICE CREAMS, LLC

By: 
Name: John Lowe
Title: President and Chief Executive Officer

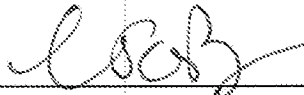
[Signature page to Trademark Security Agreement]

TRADEMARK
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PURCHASER:

OXER MEZZANINE FUND II, L.P.

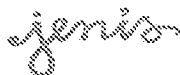
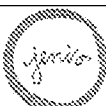

By: OXER GP II, LLC, its General Partner

By: 
Name: Michael P. O'Brien
Title: Managing Member

[Signature page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<u>Owner/Applicant</u>	<u>Name/Application Name</u>	<u>Number/ Application Number</u>	<u>Date Issued/ Application Filed</u>	<u>Granting Jurisdiction</u>
JENI'S SPLENDID ICE CREAMS, LLC	ART·IS·AN ICE CREAM	RN: 4082974	Registered: January 10, 2012	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC	GRAVEL ROAD	RN: 3158520	Registered: October 17, 2006	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC	JENI'S	RN: 3993977	Registered: July 12, 2011	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC	JENI'S	RN: 4392270	Registered: August 27, 2013	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC	JENI'S (Stylized) 	RN: 3993978	Registered: July 12, 2011	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC		RN: 3993979	Registered: July 12, 2011	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC		RN: 4392271	Registered: August 27, 2013	United States Patent and Trademark Office

JENI'S SPLENDID ICE CREAMS, LLC	PLANTS FOR PINTS	SN: 86977874	Filed: February 6, 2015	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC	THE DAIRY HEIR	RN: 3286915	Registered: August 28, 2007	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC	WE MADE THIS	RN: 4740913	Registered: May 19, 2015	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC	WE MADE THIS	RN: 4832232	Registered: October 13, 2015	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC	BUTTERCRISP	RN: 6024073	Registered: March 31, 2020	United States Patent and Trademark Office
JENI'S SPLENDID ICE CREAMS, LLC	CONE COIN	RN: 5974357	Registered: January 28, 2020	United States Patent and Trademark Office