

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706345

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VAN LEEUWEN ICE CREAM LLC		02/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SG STONEGATE ASSET COMPANY I, LLC		
<b>Street Address:</b>	123 North Wacker Drive		
<b>Internal Address:</b>	Suite 1160		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5511158	VAN LEEUWEN	
<b>Registration Number:</b>	5511160	VAN LEEUWEN	
<b>Registration Number:</b>	5511159	VAN LEEUWEN	
<b>Registration Number:</b>	5511161	VAN LEEUWEN	
<b>Registration Number:</b>	6421038	A LIFE WITHOUT ANYTHING GOOD IS BAD	
<b>Registration Number:</b>	6421039	A LIFE WITHOUT ANYTHING GOOD IS BAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Results-UCCTeam6@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	K. Terrell Hutchins		
<b>SIGNATURE:</b>	/K. Terrell Hutchins/		

OP \$165.00 5511158

<b>DATE SIGNED:</b>	02/03/2022
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of February 1, 2022 by VAN LEEUWEN ICE CREAM LLC, a Delaware limited liability company ("Grantor") in favor of SG STONEGATE ASSET COMPANY I, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "Lender"):

### W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark; provided that the foregoing grant by Grantor shall not include any Excluded Property.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all material trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, documented out-of-pocket costs and expenses, including the documented out-of-pocket attorneys' fees, incurred by Lender pursuant to this paragraph (all of which shall be reasonable prior to the occurrence and continuance of an Event of Default).

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 13.17 of the Loan Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**VAN LEEUWEN ICE CREAM LLC**

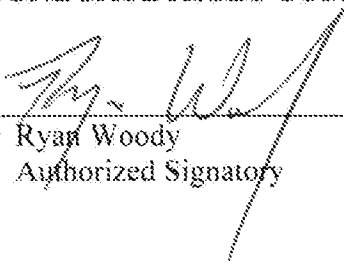
By:   
Name: Ben Van Leeuwen  
Title: CEO and Co-Founder

[Signature page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007613 FRAME: 0510**

Agreed and accepted  
as of the date first written above:

**SG STONEGATE ASSET COMPANY I, LLC**

By:   
Name: Ryan Woody  
Title: Authorized Signatory


[Signature page to Intellectual Property Security Agreement]

**SCHEDULE 1**

(a) Patents and Patent Licenses

Grantor	Patent	Registration Date	Patent Number

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number	Country
Van Leeuwen Ice Cream LLC	VAN LEEUWEN	7/10/2018	5511158	United States
Van Leeuwen Ice Cream LLC	VAN LEEUWEN (Stylized) 	7/10/2018	5511160	United States
Van Leeuwen Ice Cream LLC	VAN LEEUWEN	7/10/2018	5511159	United States
Van Leeuwen Ice Cream LLC	VAN LEEUWEN (Stylized)	7/10/2018	5511161	United States

[Schedule 1 to Intellectual Property Security Agreement]



					
Van Leeuwen Ice Cream LLC	A LIFE WITHOUT ANYTHING GOOD IS BAD	7/13/2021	6421038	United States	
Van Leeuwen Ice Cream LLC	A LIFE WITHOUT ANYTHING GOOD IS BAD	7/13/2021	6421039	United States	
Van Leeuwen Ice Cream LLC	VAN LEEUWEN (Stylized) 	6/8/2017	1015457	Benelux	
Van Leeuwen Ice Cream LLC	VAN LEEUWEN	1/29/2020	N/A	China	
Van Leeuwen Ice Cream LLC	VAN LEEUWEN	10/14/2019	1500841	WIPO Registration	
Van Leeuwen Ice Cream LLC	VAN LEEUWEN	Pending	N/A	Australia	
Van Leeuwen Ice Cream LLC	VAN LEEUWEN	Pending	N/A	China	
Van Leeuwen Ice Cream LLC	VAN LEEUWEN	1/21/2021	1571401	European Union	
Van Leeuwen Ice Cream LLC	VAN LEEUWEN	10/14/2019	1500841	Japan	
Van Leeuwen Ice Cream LLC	VAN LEEUWEN	Pending	N/A	Russia	

(c) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number
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*[Schedule 1 to Intellectual Property Security Agreement]*
