

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751857

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900711279

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plankk Media, Inc.	FORMERLY Menud Co.	04/21/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Celtic Bank Corporation
Street Address:	268 S State St
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88040007	PLATELIST

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: 8013206588
Email: lrinaldi@celticbank.com
Correspondent Name: Leslie Rinaldi
Address Line 1: 268 S State St
Address Line 2: Ste 300
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Leslie K Rinaldi
SIGNATURE:	// Leslie K Rinaldi //
DATE SIGNED:	08/29/2022

Total Attachments: 6

source=04122 17500359 IP Security Agreement - Plank#page1.tif
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Loan #: 17500359

Principal Loan Amount: \$2,500,000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of April 21, 2022 is made by and Plankk Media Inc. a Delaware corporation authorized to do business in the state of Utah ("**Borrower**") in favor of Celtic Bank Corporation (the "**Lender**"), a Utah state corporation.

WHEREAS, the Borrower has entered into Business Loan Agreements dated as of even date (the "Loan Agreement"), with the Lender; and

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of April 19, 2022 made by and among the Borrower and the Lender (the "Security Agreement"); and

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "IP Collateral"):

(a) *omitted*

(b) the trademark registrations and applications set forth in Schedule 1 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;

(e) 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

(f) 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. Borrower authorizes the Commissioner for Patents to record and register this IP Security Agreement upon request by the Lender.

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 the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

Loan #: 17500359

Principal Loan Amount: \$2,500,000

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different 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 by facsimile or in electronic (i.e., "pdf" or "tif") 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 and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PLANKK MEDIA INC.

DocuSigned by:
By: James Neil Whitney
848BB1735EBA4C1...

Name: James Neil Whitney

Title: President & Chief Executive Officer

Address for Notices:

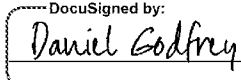
188 Front St., Suite #116, Box #08
Franklin, TN 37064

Loan #: 17500359

Principal Loan Amount: \$2,500,000

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

By: 
Name: Daniel Godfrey

Title: Senior Vice President

Address for Notices:

268 S. State Street, Suite 300
Salt Lake City, UT 84111

Loan #: 17500359

Principal Loan Amount: \$2,500,000

SCHEDULES

SCHEDULE 1

TRADEMARKS

Trademarks

Word Mark	Jurisdiction	Serial Number / Registration Number	Filing Date / Registration Date	[Record Owner]
PLATELIST	United States	88040007 / 5767347	July 16, 2018 / June 4, 2019	Plankk Media Inc. fka Menud Co.



United States Patent and Trademark Office

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PLATELIST

Word Mark PLATELIST

Goods and Services IC 009. US 021 023 026 036 038. G & S: Downloadable computer software application, namely, software that allows subscribers to access pre-populated meal plans. FIRST USE: 20180103. FIRST USE IN COMMERCE: 20180103

IC 041. US 100 101 107. G & S: Providing a website featuring blogs in the field of meal planning. FIRST USE: 20180103. FIRST USE IN COMMERCE: 20180103

IC 043. US 100 101. G & S: Providing personalized menu planning services in digital form, accessible through the internet. FIRST USE: 20180103. FIRST USE IN COMMERCE: 20180103

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 88040007

Filing Date July 16, 2018

Current Basis 1A

Original Filing Basis 1A

Published for Opposition March 19, 2019

Registration Number 5767347

Registration Date June 4, 2019

Owner (REGISTRANT) Menud Co. CORPORATION DELAWARE 150 4th St. N. Nashville TENNESSEE 31219

Attorney of Record Thomas Stanton

Type of Mark TRADEMARK, SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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