

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S&E Gourmet Cuts, Inc.		09/09/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BFY Series Investments, LLC		
Street Address:	1055 Thomas Jefferson St, NW, Suite L-09		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4291993	COUNTRY ARCHER	
Registration Number:	4291994	INCISORS WEREN'T MEANT FOR SALAD	
Registration Number:	4423957	COUNTRY ARCHER JERKY CO EST 1977	
Registration Number:	4953867	AS GOURMET AS JERKY GETS	
Registration Number:	5556295	FOOD FOR DOERS. MADE BY DOERS.	
Registration Number:	5336651	COUNTRY ARCHER FRONTIER BAR	
Registration Number:	5576928	COUNTRY ARCHER FRONTIER BAR	
Registration Number:	5576926	COUNTRY ARCHER JERKY CO. EST. 1977	
Registration Number:	5576930	COUNTRY ARCHER JERKY CO. EST. 1977	
Registration Number:	5576929	COUNTRY ARCHER JERKY CO. EST. 1977	
Registration Number:	5576927	COUNTRY ARCHER JERKY CO. EST. 1977	
Registration Number:	6207417	COUNTRY ARCHER PROVISIONS	
Registration Number:	6586226	COUNTRY ARCHER PROVISIONS A	
Registration Number:	6574709	COUNTRY ARCHER PROVISIONS	
Serial Number:	88793710	COUNTRY ARCHER THE GRASS FED IS ALWAYS G	
Registration Number:	5576925		
Registration Number:	5576924		
Serial Number:	90591725	GRASSHOLE	
Registration Number:	5576931	MORE MEAT. LESS BULL. NO JUNK.	

CH \$490.00 4291993

CORRESPONDENCE DATA**Fax Number:** 9497254100*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:** 9497254043**Email:** amina@stradlinglaw.com**Correspondent Name:** Arnold V Mina**Address Line 1:** Stradling Yocca Carlson & Rauth**Address Line 2:** 660 Newport Center Drive, Suite 1600**Address Line 4:** Newport Beach, CALIFORNIA 92660**ATTORNEY DOCKET NUMBER:** 106397-0006**NAME OF SUBMITTER:** Arnold V. Mina**SIGNATURE:** /Arnold V. Mina/**DATE SIGNED:** 09/10/2022**Total Attachments: 10**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 9, 2022, is made by S&E Gourmet Cuts, Inc., a California corporation (“Grantor”), with an address of 1055 E Cooley Ave., San Bernardino, CA 92408, in favor of BFY Series Investments, LLC (“Lender”) with an address 1055 Thomas Jefferson St, NW, Suite L-09, Washington, DC 20007.

WITNESSETH:

WHEREAS, pursuant to that certain Secured Convertible Promissory Note, dated as of the date hereof, by and among Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the “Note”), Lender has agreed to make a loan for the benefit of Borrower; and

WHEREAS, Lender is willing to make such loan as provided for in the Note, but only upon the condition, among others, that Grantor shall have executed and delivered this Intellectual Property 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as hereinafter defined), and if not defined therein, in the Note.

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Goodwill” means all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and distribution agreements now owned or hereafter acquired by any Person.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country,

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; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Person” means any individual, sole proprietorship, partnership, limited liability partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, entity or government (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof), and shall include such Person’s successors and assigns.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, 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), all registrations and recordings thereof, and all applications in connection therewith, including all 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, (ii) all reissues, extensions or renewals thereof; and (iii) all Goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the Goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the Goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the Goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Subject to the Intercreditor Agreement, this Intellectual Property Security Agreement is effective to create a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date (as hereinafter defined):

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of any Borrower's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Grantor shall give Lender prior written notice before filing, either directly or through any agent, employee, licensee or designee, an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Borrower's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, take such actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and Guaranty of even date herewith (the "Security Agreement"), and are subject to all terms of the Intercreditor Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property 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. Except as expressly set forth in the Security Agreement or in the Note, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Intellectual Property Collateral or to grant to Lender any right to use such Intellectual Property Collateral prior to an Event of Default.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

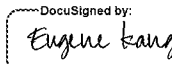
Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note or in the Security Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the date that all Obligations are paid in full (the "Termination Date").

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

S&E GOURMET CUTS, INC.

By:  _____
Name: Eugene Kang
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

BFY SERIES INVESTMENTS, LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

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

S&E GOURMET CUTS, INC.

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

BFY SERIES INVESTMENTS, LLC

By: Richard Nespola, Jr.
Name: Richard Nespola, Jr.
Title: Managing Member

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

N/A

2. PATENT APPLICATIONS

N/A

3. PATENT LICENSES




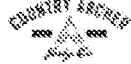



N/A





Schedule I-1

TRADEMARK
REEL: 007843 FRAME: 0888

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS (AND APPLICATIONS)

<u>Grantor</u>	<u>Trademark Title</u>	<u>Application No.</u>	<u>Reg. No.</u>
S&E Gourmet Cuts, Inc.	COUNTRY ARCHER		4,291,993 (RN)
S&E Gourmet Cuts, Inc.	INCISORS WEREN'T MEANT FOR SALAD		4,291,994 (RN)
S&E Gourmet Cuts, Inc.			4,423,957 (RN)
S&E Gourmet Cuts, Inc.	AS GOURMET AS JERKY GETS		4,953,867 (RN)
S&E Gourmet Cuts, Inc.	FOOD FOR DOERS MADE BY DOERS		5,556,295 (RN)
S&E Gourmet Cuts, Inc.			5,336,651 (RN)
S&E Gourmet Cuts, Inc.			5,576,928 (RN)
S&E Gourmet Cuts, Inc.			5,576,926 (RN)
S&E Gourmet Cuts, Inc.			5,576,930 (RN)
S&E Gourmet Cuts, Inc.			5,576,929 (RN)
S&E Gourmet Cuts, Inc.			5,576,927 (RN)

S&E Gourmet Cuts, Inc.	COUNTRY ARCHER PROVISIONS		6,207,417 (RN)
S&E Gourmet Cuts, Inc.			6,586,226 (RN)
S&E Gourmet Cuts, Inc.			6,574,709 (RN)
S&E Gourmet Cuts, Inc.	COUNTRY ARCHER THE GRASS FED IS ALWAYS GREENER	88/793,710 (SN)	
S&E Gourmet Cuts, Inc.			5,576,925 (RN)
S&E Gourmet Cuts, Inc.			5,576,924 (RN)
S&E Gourmet Cuts, Inc.	GRASSHOLE	90/591,725 (SN)	
S&E Gourmet Cuts, Inc.	MORE MEAT. LESS BULL. NO JUNK.		5,576,931 (RN)

2. TRADEMARK APPLICATIONS

See above

3. TRADEMARK LICENSES

N/A

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright Title</u>	<u>Application No.</u>	<u>Reg. No.</u>
S&E Gourmet Cuts, Inc.	COUNTRY ARCHER (Original Packaging Design)		VA0001960764

2. COPYRIGHT APPLICATIONS

N/A

3. COPYRIGHT LICENSES

N/A