

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bud's Goods & Provisions Corp		09/22/2022	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Needham Bank		
Street Address:	214 Garden Street		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02492		
Entity Type:	Co-operative Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6805160	BUD'S GOODS & PROVISIONS	
Serial Number:	97215545	BUD'S GOODS	
CORRESPONDENCE DATA			
Fax Number:	6173109401		
<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:	6174392401		
Email:	rsanft@nutter.com		
Correspondent Name:	Mark Leonardo		
Address Line 1:	155 Seaport Boulevard, Seaport West		
Address Line 2:	Nutter, McClennen & Fish LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Mark Leonardo		
SIGNATURE:	/Mark Leonardo/		
DATE SIGNED:	09/29/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of September 22, 2022, is made by GREEN PEAK LLC, a Massachusetts limited liability company, having a principal address of 54 West Boylston Street, Worcester, Massachusetts 01606, BUD'S GOODS & SERVICES MA CORP., a Massachusetts corporation, having a principal address of 54 West Boylston Street, Worcester, Massachusetts 01606, and BUD'S GOODS & PROVISIONS CORP., a Massachusetts corporation having a principal address of 54 West Boylston Street, Worcester, Massachusetts 01606, (individually and collectively, as the context may require, "Debtor", which expression shall include Debtor's permitted successors and assigns), in favor of NEEDHAM BANK, a Massachusetts co-operative bank, having a place of business at 214 Garden Street, Needham, Massachusetts 02492 (hereinafter referred to, together with its successors and permitted assigns, as "Secured Party").

WHEREAS, the Debtor has entered into a Loan Agreement dated as of even date herewith (the "Loan Agreement"), with the Secured Party.

WHEREAS, as a condition precedent to the making of the loans by the Secured Party under the Loan Agreement, each Debtor has executed and delivered to the Secured Party that certain Security Agreement dated as of even date herewith, made by the Debtors and the Secured Party (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Debtors, and have 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:

Grant of Security. Each Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of such Debtor in, to, and under the following (the "IP Collateral"):

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");

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

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

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.

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

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 Secured Party 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.

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 in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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.

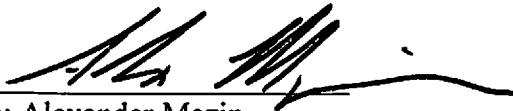
Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

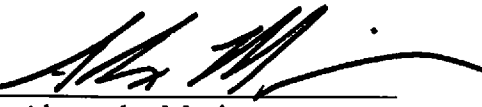
IN WITNESS WHEREOF, each Debtor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEBTOR:

GREEN PEAK LLC,
a Massachusetts limited liability company

By: 
Name: Alexander Mazin
Title: Manager of Green Peak

BUD'S GOODS & SERVICES MA CORP.,
a Massachusetts corporation

By: 
Name: Alexander Mazin
Title: President & Treasurer

BUD'S GOODS & PROVISIONS CORP.,
a Massachusetts corporation

By: 
Name: Alexander Mazin
Title: President & Treasurer

AGREED TO AND ACCEPTED:

NEEDHAM BANK, a Massachusetts co-operative
bank

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Debtor 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.

DEBTOR:

GREEN PEAK LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

BUD'S GOODS & SERVICES MA CORP.,
a Massachusetts corporation

By: _____
Name:
Title:

BUD'S GOODS & PROVISIONS CORP.,
a Massachusetts corporation

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

NEEDHAM BANK, a Massachusetts co-operative
bank

By: Michelle L. Haughon
Name: Michelle L. Haughon
Title: VP

SCHEDULES
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
Bud's Goods & Provisions	United States	6805160	July 26, 2022	Bud's Goods & Provisions Corp.
Bud's Goods & Provisions	Massachusetts	91125	January 6, 2022	Bud's Goods & Provisions Corp.
Bud's Goods	Massachusetts	91172	January 24, 2022	Bud's Goods & Provisions Corp.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	Record Owner
Bud's Goods	United States	Live/Application /Awaiting Examination	97215545	January 12, 2022	Bud's Goods & Provisions Corp.

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