

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM784769

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LITTLE SECRETS, LLC		02/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEMCAP SOLUTIONS, LLC		
<b>Street Address:</b>	9901 I.H. 10 West, Suite 800		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78230		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4757277	LITTLE SECRETS	
<b>Registration Number:</b>	6162854	LITTLE SECRETS CHOCOLATE'S FIX	
<b>Registration Number:</b>	5290456	SHARING OPTIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5303046922		
<b>Email:</b>	mberens@gemcapsolutions.com		
<b>Correspondent Name:</b>	Michael Berens		
<b>Address Line 1:</b>	9901 I.H. 10 West, Suite 800		
<b>Address Line 2:</b>	GEMCAP SOLUTIONS, LLC		
<b>Address Line 4:</b>	San Antonio, TEXAS 78230		
<b>ATTORNEY DOCKET NUMBER:</b>	1905241		
<b>NAME OF SUBMITTER:</b>	Ramona Garcia		
<b>SIGNATURE:</b>	/Ramona Garcia/		
<b>DATE SIGNED:</b>	02/06/2023		
<b>Total Attachments: 9</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 3, 2023 (this "Agreement"), made by LITTLE SECRETS, LLC, a Delaware limited liability company with a principal place of business located at 6525 Gunpark Drive, Boulder, CO 80301 ("Grantor"), in favor of GEMCAP SOLUTIONS, LLC, a Delaware limited liability company with offices at 9901 I.H. 10 West, Suite 800, San Antonio, TX 78230 (together with its successors and assigns, "Lender").

### RECITALS

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the "Trademarks"); and

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

**WHEREAS**, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan

Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]**

**IN WITNESS WHEREOF**, this Trademark Security Agreement as of the day and year first above written.

**LITTLE SECRETS, LLC**

By: 

Name: Jeremy Vandervoet

Title: CEO

**ACCEPTED AND AGREED:**

**LENDER:**

**GEMCAP SOLUTIONS, LLC**

By: \_\_\_\_\_  
David Ellis, Co-President

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

**IN WITNESS WHEREOF**, this Trademark Security Agreement as of the day and year first above written.

**LITTLE SECRETS, LLC**

By: \_\_\_\_\_

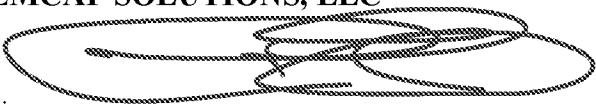
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**LENDER:**

**GEMCAP SOLUTIONS, LLC**

By:  \_\_\_\_\_  
David Ellis, Co-President

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

## EXHIBIT 1

### Trademarks

Trademark	Country	Application No.	Filing Date	Publication Date	Registration No.	Registration Date	Goods
LITTLE SECRETS	United States of America	86/245,706	06-Apr-2014	26-Aug-2014	4,757,277	16-Jun-2015	30 Int. Candy and chocolate.
LITTLE SECRETS CHOCOLATE'S FIX	United States of America	86/822,262	05-Mar-2020	14-Jul-2020	6,162,854	29-Sep-2020	30 Int. Candy; chocolate.
SHARING OPTIONAL	United States of America	87/348,345	24-Feb-2017	04-Jul-2017	5,290,456	19-Sep-2017	30 Int. Candy and chocolate.

## EXHIBIT A

### ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of \_\_\_\_\_, 202\_\_, made by LITTLE SECRETS, LLC, a Delaware limited liability company with a principal place of business located at 6525 Gunpark Drive, Boulder, CO 80301 ("Assignor").

#### RECITALS:

**WHEREAS**, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

**WHEREAS**, Assignor and GemCap Solutions, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of February 3, 2023 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

**WHEREAS**, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee as set forth herein (such party, the "Assignee").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.



2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Assignor has executed this Trademark Assignment as of the date first above written.

**ASSIGNOR:**

**LITTLE SECRETS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page – Assignment of Trademarks]

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