

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Automated Soft Serve Systems LLC	FORMERLY Genext Loan LLC	04/19/2023	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	CPH Capital Fund I, L.P.		
Street Address:	1178 Broadway, 3rd Floor #1014		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4530264	REIS & IRVY'S	
Registration Number:	4199598	ROBOFUSION	
Registration Number:	4199599	ROBOFUSION ICE CREAM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(424) 302-0692		
Email:	uspto@keatsgatiem.com		
Correspondent Name:	Konrad Gatiem		
Address Line 1:	120 S. El Camino Dr., Suite 207		
Address Line 4:	Beverly Hills, CALIFORNIA 90212		
NAME OF SUBMITTER:	Konrad Gatiem		
SIGNATURE:	/s/		
DATE SIGNED:	04/21/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this “IP Security Agreement”), dated April 19, 2023, is made by Automated Retail Technologies, LLC, a Wyoming limited liability company (the “Company”), 24/7 Pizza Box, LLC (d/b/a Just Baked), a Florida limited liability company and wholly owned subsidiary of the Company, and Automated Soft Serve Systems LLC (f/k/a Genext Loan LLC), a Wyoming limited liability company and wholly owned subsidiary of the Company, on the one hand, and CPH Capital Fund I, L.P., a Delaware limited partnership (the “Secured Party”), on the other hand. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, the Company and the Secured Party are parties to the Secured Convertible Note Purchase Agreement dated as of even date herewith (as amended, restated or otherwise modified from time to time, the “Purchase Agreement”), pursuant to which the Secured Party has advanced funds to the Company in exchange for the issuance to the Secured Party of one or more secured convertible promissory notes and one or more contingent interest notes (collectively, as amended, restated or otherwise modified from time to time, the “Notes”);

WHEREAS, the Purchase Agreement requires that the Company execute and deliver to the Secured Party that certain Pledge and Security Agreement dated as of even date herewith made by the Company to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Company and its wholly owned subsidiaries signatory hereto and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Secured Party to perform under the Purchase Agreement, the parties agree as follows:

SECTION 1. Grant of Security. The Company, 24/7 Pizza Box, LLC and Automated Soft Serve Systems LLC (collectively, the “Grantors”) each hereby grants to the Secured Party a security interest in all of the Company’s right, title and interest in and to the following (the “Collateral”):

- (i) the Patents (including Patent applications) set forth in Schedule A hereto;
- (ii) the Trademarks (including applications therefor) set forth in Schedule A hereto, together with the goodwill symbolized thereby;
- (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of and as applicable to any of the

foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the payment of all obligations of the Company now or hereafter existing under or in respect of the Notes, the Security Agreement and the Purchase Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable government officer (and any state, foreign or other authority to which this IP Security Agreement is submitted) record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Secured Party in the Collateral. All such recordations shall be at the expense of the Secured Party.

SECTION 4. Newly Registered Patents, Trademarks and Copyrights. The Company, on behalf of all of the Grantors, hereby agrees, upon the request of the Secured Party, to provide the Secured Party a schedule of newly registered Patents, Trademarks and Copyrights (if any), of the Grantors no more than four (4) times per calendar year.

SECTION 5. Authorization to Supplement. Each Grantor hereby authorizes the Secured Party to unilaterally modify Schedule A hereto to include references to any registered Patents and Trademarks (or application or license therefor) acquired by any Grantor after the execution hereof, or to delete any reference to any Collateral in which the Grantors no longer have or claim any right, title or interest (in the sole discretion of the Secured Party and without first obtaining the Grantors' approval thereof or signature thereto, but provided that promptly thereafter, the Secured Party provides notice of the same to the Company).

SECTION 6. Transaction Documents. This IP Security Agreement has been entered into in conjunction with the provisions of, and the security interest granted to the Secured Party under, the Security Agreement. The rights and remedies of the Grantors and the Secured Party with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby

incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement, the Purchase Agreement or the Notes, the provisions of the Security Agreement, the Purchase Agreement or the Notes, as applicable, shall govern.

SECTION 7. Termination. Upon the payment in full of the Indebtedness and termination of the Security Agreement, the Secured Party shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral under this IP Security Agreement. Further, the Secured Party hereby acknowledges and agrees that the security interest in the Collateral is not to be construed as an assignment of any underlying trademark, trademark application and/or trademark registration.

SECTION 8. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. This IP Security Agreement may be executed and delivered by facsimile, or by e-mail in portable document format (.pdf), and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other parties.

SECTION 9. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Company and the other Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

GRANTORS:

AUTOMATED RETAIL TECHNOLOGIES, LLC

Ben Porter
By: Ben Porter (Apr 6, 2023 17:58 GMT+1)
Name: Benjamin E. Porter
Title: Chief Executive Officer

24/7 PIZZA BOX, LLC

Ben Porter
By: Ben Porter (Apr 6, 2023 17:58 GMT+1)
Name: Benjamin E. Porter
Title: Chief Executive Officer

AUTOMATED SOFT SERVE SYSTEMS LLC

Ben Porter
By: Ben Porter (Apr 6, 2023 17:58 GMT+1)
Name: Benjamin E. Porter
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SECURED PARTY:

CPH CAPITAL FUND I, L.P.

By: CPH Advisors, L.P., its Investment Manager

By:  _____

Name: Nicholas Lewin

Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Schedule A

The following registered intellectual property is owned by 24/7 Pizza Box, LLC, a wholly owned subsidiary of the Company.

1. Patents:

Case Number	Case Type	Application Status	Application No.	Filing Date	Patent No.	Issue Date	Expiration Date	Application Status Date	Application Title
L51522-230345	ORD	Granted	15/957,370	19-Apr-2018	10,546,445	28-Jan-2020	29-Jun-2038	28-Jan-2020	VENDING MACHINE AND TRANSPORT CARTRIDGE SYSTEMS AND METHODS
L51522-237781	CON	Granted	16/737,160	08-Jan-2020	11,145,155	12-Oct-2021	29-Jun-2038	12-Oct-2021	VENDING MACHINE AND TRANSPORT CARTRIDGE SYSTEMS AND METHODS
L51522-238257	PCT	Granted	16/632,660	21-Jan-2020	10,863,867	15-Dec-2020	17-Apr-2039	15-Dec-2020	VENDING MACHINE AND TRANSPORT CARTRIDGE SYSTEMS AND METHODS
L51522-246885	DES	Pending	29/758,606	17-Nov-2020				17-Nov-2020	SHELF
L51522-247582	CON	Published	17/106,686	30-Nov-2020				18-Mar-2021	VENDING MACHINE AND TRANSPORT CARTRIDGE SYSTEMS AND METHODS
L51522-257050	ORD	Pending	17/522,002	09-Nov-2021				09-Sep-2021	VENDING MACHINE AND OPENING SYSTEMS AND METHODS (X-Cite w/ L51522-259017)
L51522-257051	CON	Pending	17/498,022	11-Oct-2021				11-Oct-2021	VENDING MACHINE AND TRANSPORT CARTRIDGE SYSTEMS AND METHODS
L51522-258738	CON	Pending	17/528,518	17-Nov-2021				17-Nov-2021	VENDING MACHINE AND TRANSPORT CARTRIDGE SYSTEMS AND METHODS
L51522-259017	ORD	Pending	PCT/US2021/058530	09-Nov-2021				09-Nov-2021	VENDING MACHINE AND OPENING SYSTEMS AND METHODS (X-Cite w/ L51522-257050)

2. Trademarks:

TM Name	Status	App. No.	Filing Date
JUST BAKED AWESOMENESS!	Published	88753822	10 JAN 2020
TOUCHLESS AWESOMENESS!	Published	88902903	06 MAY 2020
TOUCH-FREE AWESOMENESS!	Published	88902877	06 MAY 2020
Just Baked Chef Hat Logo	Live	Serial No. 97249594	2 FEB 2022

The following registered intellectual property is owned by Automated Soft Serve Systems LLC (f/k/a Genext Loan LLC), a wholly owned subsidiary of the Company.

1. Patents

Title	Application No.	Application Date	Patent No.	Issuance Date
Issued Patents (U.S.)				
Method and Apparatus for Dispensing Frozen Confectionary	11/669,768	1-31-2007	7,896,038	3-1-2011
Method and Apparatus for Dispensing Frozen Confectionary	12/945,395	11-12-2010	8,989,893	3-24-2015
Kiosk and Machine for Assembly of Frozen Confectionery	29/379,002	11-12-2010	D647,926	11-01-2011
Kiosk and Machine for Assembly of Frozen Confectionery	29/379,011	11-12-2010	D643,861	08-23-2011
Pending Patent Applications (U.S. and non-U.S.)				
FRO-STYLE FLAVOR SYSTEM	PCT/US2016/019039	2-23-2016	N/A	N/A
Fro-Style Flavor System	15/050,992	2-23-2016	N/A	N/A
Foodstuff Dispensing Station	29/522,040	3-27-2015	N/A	N/A
Dispensing Station Performance Area	29/522,036	3-27-2015	N/A	N/A

2. Trademarks

Trademark Name	Owner	Registration No.	Registration Date	Country
REIS & IRVY'S	Robofusion, Inc.	4,530,264	May 13, 2014	U.S.
ROBOFUSION	Robofusion, Inc.	4,199,598	August 28, 2012	U.S.
ROBOFUSION ICE CREAM	Robofusion, Inc.	4,199,599	August 28, 2012	U.S.