

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JaceyCakes, LLC		05/02/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Honeyville, Inc.		
Street Address:	1040 West 600 North		
City:	Ogden		
State/Country:	UTAH		
Postal Code:	84404		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5707974	MIGHTY MUFFIN	
Registration Number:	5323830	FOODS YOU LOVE WITH PROTEIN YOU NEED	
Registration Number:	5323801	FLAPJACKED	
Registration Number:	4395409	FLAPJACKED	
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>			
Email:	djp.ipmail@dentons.com		
Correspondent Name:	Sarah Matthews		
Address Line 1:	3301 North Thanksgiving Way, Suite 400		
Address Line 4:	Lehi, UTAH 84043		
ATTORNEY DOCKET NUMBER:	54978-0		
NAME OF SUBMITTER:	Sarah W. Matthews		
SIGNATURE:	/Sarah W Matthews/		
DATE SIGNED:	05/16/2023		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of May 1, 2023 (the "Effective Date"), is made by and between JaceyCakes, LLC, a Colorado limited liability company (the "Grantor") in favor of Honeyville, Inc., a Utah corporation (the "Lender"), as the secured party under the Honeyville Note referred to below.

WHEREAS, the Grantor has entered into a Promissory Note executed by Grantor, as borrower, and Lender, as lender, and dated as of the Effective Date (the "Honeyville Note").

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Honeyville Note, Grantor has executed and delivered to the Lender that certain Security Agreement dated as of the Effective Date, made by and between the Grantor and the Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark 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. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):
 - a. the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");
 - b. 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;
 - c. 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
 - d. 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. Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark 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 Trademark Collateral are as provided by the Honeyville Note, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement.

5. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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).

[SIGNATURE PAGE FOLLOWS]

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

JACEYCAKES, LLC

By: [Signature]
Name: David Bacon, Manager
Address for Notices:

AGREED TO AND ACCEPTED:

HONEYVILLE, INC.

By: [Signature]
Name: David Brown, CEO
Title: CEO
Address for Notices: 1040 W 600 N
Ogden, UT 84404

[ACKNOWLEDGMENT

STATE OF COLORADO)

) ss.

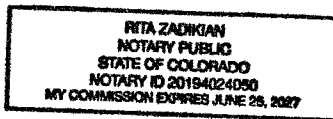
COUNTY OF [COUNTY] Adams)

On the [2nd] day of May, 2023, before me personally appeared David Bacon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his capacity as the Manager of JaceyCakes, LLC, a Colorado limited liability company, and acknowledged the instrument to be the free act and deed of JaceyCakes, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires:

June 25th, 2027

[Signature]
Notary Public
Printed Name: Rita ZadiKian



SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Owner of Record
MIGHTY MUFFIN	US	5707974	Mar. 26, 2019	JaceyCakes, LLC
FOODS YOU LOVE WITH PROTEIN YOU NEED	US	5323830	Oct. 31, 2017	JaceyCakes, LLC
FLAPJACKED logo 	US	5323801	Oct. 31, 2017	JaceyCakes, LLC
FLAPJACKED logo 	US	4395409	Sep. 03, 2013	JaceyCakes, LLC