

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TASTEMADE, INC.		06/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	9378 Wilshire Blvd., Suite 100		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4068670	CHEFSFEED	
Registration Number:	5166002	COOKIE THE NEWS	
Registration Number:	5115256	FACET	
Registration Number:	5490458	FEASTLY	
Registration Number:	5183229	FOOD COURT	
Registration Number:	4534086	MAKE THE MOMENT	
Serial Number:	88764569	MAKE THIS TONIGHT	
Serial Number:	97589750	MAKE THIS TONIGHT	
Serial Number:	90304281	STRUGGLE MEALS	
Serial Number:	88748174	STRUGGLE MEALS	
Registration Number:	5975722	T	
Registration Number:	4859167	TASTEMADE	
Registration Number:	5340414	TASTEMADE	
Registration Number:	6116793	TASTEMADE	
Registration Number:	4437209	TASTEMADE	
Registration Number:	7006562	TASTEMADE	
Registration Number:	6169242	TASTEMADE	
Serial Number:	88359986	TASTEMADEMEDOIT	
Serial Number:	97413044	TASTEMADE ME TACO	

OP \$640.00 4068670

Property Type	Number	Word Mark
Registration Number:	6897871	TASTEMAKERS
Registration Number:	5260697	TINY KITCHEN
Registration Number:	5260699	TINY KITCHEN
Registration Number:	6332805	TINY TALK
Registration Number:	6140216	WEEKEND REFRESH
Registration Number:	4720340	TM

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2023865
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	06/05/2023

Total Attachments: 10

- source=2. East West Bank - Tastemade - IPSA [Executed] (6.2023)#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between EAST WEST BANK ("Bank") and TASTEMADE, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the term "Intellectual Property" shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank, as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Bank to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Bank's name or in the name of Bank as Bank and attorney-in-fact for Grantor.

Sections 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TASTEMADE, INC.

DocuSigned by:
Signature: Tal Itzkovich
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Print Name: Tal Itzkovich

Title: Chief Financial Officer

Address:

Attention: Tal Itzkovich, CFO
3019 Olympic Blvd., Stage C
Santa Monica, CA 90404
Email: tal@tastemade.com

BANK:

EAST WEST BANK

Signature: _____

Print Name: Maytal Shainberg

Title: Managing Director

Address:

Attention: Maytal Shainberg, Managing Director
9378 Wilshire Blvd., Suite 100
Beverly Hills, CA 90212
Email: Maytal.Shainberg@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TASTEMADE, INC.

Signature: _____

Print Name: Tal Itzkovich

Title: Chief Financial Officer

Address:
Attention: Tal Itzkovich, CFO
3019 Olympic Blvd., Stage C
Santa Monica, CA 90404
Email: tal@tastemade.com

BANK:

EAST WEST BANK
DocuSigned by:

Signature:  _____
0B72DFFA87564CB...

Print Name: Maytal Shainberg

Title: Managing Director

Address:
Attention: Maytal Shainberg, Managing Director
9378 Wilshire Blvd., Suite 100
Beverly Hills, CA 90212
Email: Maytal.Shainberg@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>		<u>Registration Number</u>	<u>Registration Date</u>
New Green Book	Motion Picture	PA0002348152	3/14/2022

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

Description

Serial/Registration No.

File Date

See attached.

Trademark	Country	Classes(s)	App #	App Dt	Reg #	Reg Dt	Status	Future Deadlines
CHEESPEED	United States	9	85/257,580	3/3/2011	4,068,670	12/6/2011	Registered	Renewal: 12/6/2031
COOKIE THE NEWS	United States	41	87/137,412	8/12/2016	5,166,002	3/21/2017	Registered	AOU Filed
FACET	United States	9	86/614,620	4/29/2015	5,115,256	1/3/2017	Registered	AOU: 7/3/2023
FEASTLY	United States	35, 41, 42, 43	87/617,327	9/21/2017	5,490,458	6/12/2018	Registered	AOU: 6/12/2024
FOOD COURT	United States	41	86/969,871	4/8/2016	5,183,229	4/11/2017	Registered	AOU Filed
MAKE THE MOMENT	United States	41	85/608,404	4/25/2012	4,534,086	5/20/2014	Registered	Renewal: 5/20/2024
MAKE THIS TONIGHT	United States	41	88/764,569	1/17/2020	///	///	Abandoned	///
	United States	41	97/589,750	9/13/2022			Pending	
	Canada	16, 41	2,062,797	11/9/2020			Pending	
	France	16, 41	21 4 763 490	5/5/2021	21 4 763 490	11/12/2021	Registered	Renewal: 5/5/2031
STRUGGLE MEALS	United Kingdom	16, 41	3553988	11/10/2020	3553988	5/7/2021	Registered	Renewal: 11/10/2030
	United States	16	90/304,281	11/6/2020			Pending	
	United States	41	88/748,174	1/6/2020			Pending	
	Brazil	30	925121789	12/3/2021	925121789	2/14/2023	Registered	Renewal: 2/14/2033
		35	918614660	11/6/2019	918614660	7/28/2020	Registered	Renewal: 7/28/2030
		43	918614767	11/6/2019	918614767	7/28/2020	Registered	Renewal: 7/28/2030
	Canada	9, 16, 35, 41, 43	1,989,159	10/9/2019			Pending	
	China	35, 43	42162904	11/7/2019	42162904	8/21/2020	Registered	Renewal: 8/20/2030
	China	29, 30	53161574	1/21/2021	53161574	8/28/2021	Registered	Renewal: 8/27/2031
	China	31	53936747	3/1/2021	53936747	9/28/2021	Registered	Renewal: 9/27/2031
	European Union	9, 16, 41	018085126	6/21/2019	018085126	1/8/2020	Registered	Renewal: 6/21/2029
	Japan	9, 35, 41, 43	2019-132149	10/10/2019	///	///	Assigned - TMJ	///
	United States	9, 16, 41	88,474,686	6/14/2019	5,975,722	2/4/2020	Registered	AOU: 2/4/2026
	WIPO:				IR 1515967	11/5/2019	Registered	
	Brazil				IR 1515967	11/5/2019	Grant	Renewal: 11/5/2029
	China				IR 1515967	11/5/2019	Grant	
	Argentina	9	3,504,859	5/13/16	2,868,519	1/30/2017	Registered	Renewal: 1/30/2027
		41	3,504,860	5/13/16	2,868,520	1/30/2017	Registered	Renewal: 1/30/2027
		43	3,557,828	11/7/16	2,919,166	12/15/2017	Registered	Renewal: 12/15/2027
		9	910106207	10/8/15	910106207	4/24/2018	Registered	Renewal: 4/24/2028

Brazil	30	925121754	12/3/21	925121754	2/14/2023	Registered	Renewal: 2/14/2033
	41	840821484	3/27/14	840821484	12/24/2019	Registered	Renewal: 12/24/2029
Canada	43	911909079	11/14/16	911909079	12/11/2018	Registered	Renewal: 12/11/2028
	Eqi. 9, 41, 42	1,599,558	10/24/12	TMAA906,781	6/19/2015	Registered	Renewal: 6/19/2030
China	29	53937467	3/1/21	53937467	9/28/2021	Registered	Renewal: 9/27/2031
European Union	9, 41, 42	11294345	10/25/12	11294345	5/3/2013	Registered	Renewal: 10/24/2032
European Union	9, 41, 43	15976781	10/25/16	15976781	2/27/2017	Registered	Renewal: 10/25/2026
European Union	16, 29, 35	17427063	11/2/17	17427063	6/13/2018	Registered	Renewal: 11/2/2027
Hong Kong	9, 41	303692764	2/23/16	303692764	7/29/2016	Registered	Renewal: 2/22/2026
Hong Kong	35, 38, 43	305235363	3/31/20	305235363	11/20/2020	Registered	Renewal: 3/30/2030
Indonesia	9, 41	D002016013000	3/21/16	IDM000643733	5/27/2019	Registered	Renewal: 3/21/2026
India	41	3197225	2/26/16	3197225	10/23/2019	Registered	Renewal: 2/26/2026
Japan	35, 43	2019-132148	10/10/19	///	///	Assigned - TMI	///
Singapore	9, 41	40202006763Y	3/30/20	40202006763Y	3/30/2020	Registered	Renewal: 3/30/2030
Taiwan	9, 35, 38, 41, 43	109020658	4/1/20			Pending	
United States	9	86/602,946	4/20/15	4,859,167	11/24/2015	Registered	Renewal: 11/24/2025
	16	87/434,038	5/2/17	5,340,414	11/21/2017	Registered	AOU: 11/21/2023
	35	88/648,653	10/9/19	6,116,793	8/4/2020	Registered	AOU: 8/4/2026
	41	85/608,341	4/25/12	4,437,209	11/19/2013	Registered	Renewal: 11/19/2023
	43	88/474,723	6/14/19	7,006,562	3/21/2023	Registered	AOU: 3/21/2029
WIPO:	9, 35, 38, 41	88/849,666	3/26/20	6,169,242	10/6/2020	Registered	AOU: 10/6/2026
	Australia	IR 1278545		IR 1278545	10/1/2015	Registered	
		IR 1278545 Local 1741839	10/1/15	IR 1278545 Local 1741839	4/29/2016	Grant	
	Japan	IR 1278545		IR 1278545	6/2/2016	Grant	
		IR 1278545		IR 1278545	7/28/2017	Grant	Renewal: 10/1/2025
Mexico	IR 1278545	2/19/16	IR 1278545	5/11/2017	Grant		
	IR 1278545		IR 1278545	6/29/2017	Grant		
WIPO:	IR 1142569		IR 1142569	10/24/2012	Registered		
	IR 1142569 Local 1534072	10/24/12	IR 1142569 Local 1534072	5/10/2013	Grant	Renewal: 10/24/2032	
	IR 1142569		IR 1142569	10/16/2014	Grant		
	IR 1142569 Local 1705617	2/19/16	IR 1142569 Local 1705617	11/8/2017	Grant		
WIPO:	35, 38, 43		IR 1549841	3/27/2020	Registered		
	35, 38		IR 1549841	3/27/2020	Grant		
	38				Pending		
	35, 38, 43				Pending	Renewal 3/27/2030	
Indonesia	35, 38, 43	IR 1549841	3/27/20		Pending		

TASTEMADE

