

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFFY TAPPLE, L.L.C.		06/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MATTERHORN CAPITAL PARTNERS, LP		
Street Address:	100 FRONT STREET		
Internal Address:	SUITE 905		
City:	WEST CONSHOHOCKEN		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0540044	AFFY TAPPLE	
Registration Number:	5831982	AFFY TAPPLE HAND-PICKED	
Registration Number:	5164834	MRS PRINDABLES GOURMET CARAMEL APPLES	
Registration Number:	3934059	MRS. PRINDABLE'S	
Registration Number:	3940208	MRS. PRINDABLE'S	
Registration Number:	3930779	MRS. PRINDABLE'S HANDMADE CONFECTIONS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	263064.000015		
NAME OF SUBMITTER:	Christopher C Close, Jr.		

CH \$165.00 0540044

SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	06/19/2023
Total Attachments: 8 source=5. Executed - Intellectual Property Security Agreement - Affy Tapple (2023)(157924127.1)#page1.tif source=5. Executed - Intellectual Property Security Agreement - Affy Tapple (2023)(157924127.1)#page2.tif source=5. Executed - Intellectual Property Security Agreement - Affy Tapple (2023)(157924127.1)#page3.tif source=5. Executed - Intellectual Property Security Agreement - Affy Tapple (2023)(157924127.1)#page4.tif source=5. Executed - Intellectual Property Security Agreement - Affy Tapple (2023)(157924127.1)#page5.tif source=5. Executed - Intellectual Property Security Agreement - Affy Tapple (2023)(157924127.1)#page6.tif source=5. Executed - Intellectual Property Security Agreement - Affy Tapple (2023)(157924127.1)#page7.tif source=5. Executed - Intellectual Property Security Agreement - Affy Tapple (2023)(157924127.1)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of June 8, 2023, is made by AFFY TAPPLE, L.L.C., a Delaware limited liability company (the “*Grantor*”) in favor MATTERHORN CAPITAL PARTNERS, LP, as the secured party under the Security Agreement referred to below (the “*Secured Party*”).

WHEREAS, the Secured Party, Grantor, as Borrower, Beavers Family Confections, LLC, a Delaware limited liability company, as a Guarantor, and the other Guarantors from time to time party thereto are party to that certain Loan Agreement dated as of June 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”); capitalized terms used herein shall have the meanings assigned to them in the Loan Agreement or the Security Agreement (as defined below), as applicable, unless otherwise defined herein).

WHEREAS, as a condition precedent to the making of the Loan by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government 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 Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party, as security for the Obligations a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in *Schedule 1*, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Patents*”);

(b) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in *Schedule 2*, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Trademarks*”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in *Schedule 3*, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Copyrights*”).

Notwithstanding the above, “IP Collateral” shall not include any Patents, Trademarks or Copyrights if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. 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 the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

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

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Agreement and the other Loan Documents, the exercise of any right or remedy with respect thereto and the delivery of any possessory collateral, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any other Loan Document, the terms of the Intercreditor Agreement shall govern and control.

7. Governing Law; Submission to Jurisdiction. THIS IP SECURITY AGREEMENT AND THE SECURITY INTEREST GRANTED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLY. The Grantor irrevocably and unconditionally submits,

for itself and its property, to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York, and all appropriate appellate courts or, if jurisdiction in such court is lacking, any State of New York court of competent jurisdiction sitting in New York County, New York (and all appropriate appellate courts), in any action or proceeding arising out of or relating to this IP Security Agreement. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this IP Security Agreement shall affect any right that the Secured Party may otherwise have to bring any action or proceeding relating to this IP Security Agreement against the Grantor or its properties in the courts of any jurisdiction. The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this IP Security Agreement in any court referred to in this *Paragraph 7*. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor 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.

GRANTOR:

AFFY TAPPLE, L.L.C.,
a Delaware limited liability company

By: 

Name: Brandon Beavers

Title: Manager

Address for Notices:

Affy Tapple, L.L.C.
6300 N. Gross Point Road
Niles, Illinois 60714
Attention: Brandon Beavers
Email: Brandon@BeaversHoldings.com

with a copy to:

Vedder Price P.C.
222 North LaSalle Street
Chicago, Illinois 60601
Attention: Lane R. Moyer
Email: LMoyer@VedderPrice.com

Signature Page to IP Security Agreement


TRADEMARK
REEL: 008103 FRAME: 0537

AGREED TO AND ACCEPTED:

SECURED PARTY:

MATTERHORN CAPITAL PARTNERS, LP

By: **MATTERHORN CAPITAL PARTNERS
GP, LLC**, its general partner

By: 
Name: Louis (Trey) Ott
Title: Authorized Signatory

Address for Notices:

Matterhorn Capital Partners, LP
100 Front Street, Suite 905
West Conshohocken, PA
Attention: Ryan McLaughlin

with a copy to:




Troutman Pepper
301 South College Ave., Suite 3400
Charlotte, North Carolina 28202
Attention: Todd Ransom
Email: todd.ransom@troutman.com

Schedule 1
PATENTS AND PATENT APPLICATIONS

None.

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner Information
AFFY TAPPLE (Stylized) 	71588851	December 23, 1945	0540044	March 27, 1951	Renewed, June 15, 2023 Office Status: Registered and Renewed	Affy Tapple, L.L.C. (Delaware Limited Liability Company) 7110 NORTH CLARK STREET, CHICAGO, Illinois 60626 United States of America
AFFY TAPPLE HAND-PICKED	68158386	October 17, 2018	5831862	August 13, 2019	Registered, August 13, 2019	Affy Tapple, L.L.C. (Delaware Limited Liability Company) 6300 Gross Point Road, NILES, IL 60714 United States of America
MRS. PRINDABLE'S GOURMET CARAMEL APPLES (Stylized) 	87111916	July 21, 2015	5164834	March 21, 2017	Registered, September 29, 2022 Office Status: Section 8 & 15-Accepted and Acknowledged	Affy Tapple, L.L.C. (Delaware Limited Liability Company) 6300 Gross Point Road, NILES, Illinois 60714 United States of America
MRS. PRINDABLE'S	85043451	May 20, 2010	3834059	March 22, 2011	Renewed, July 1, 2020 Office Status: Registered and Renewed	Affy Tapple, L.L.C. (Delaware Limited Liability Company) 6300 Gross Point Road, NILES, Illinois 60714 United States of America
MRS. PRINDABLE'S and Design 	85051792	June 1, 2010	3940208	April 5, 2011	Renewed, July 2, 2020 Office Status: Registered and Renewed	Affy Tapple, L.L.C. (Delaware Limited Liability Company) 6300 Gross Point Road, NILES, Illinois 60714 United States of America
MRS. PRINDABLE'S HANDMADE CONFECTIONS and Design	85050442	May 28, 2010	3830779	March 15, 2011	Renewed, June 3, 2020 Office Status: Registered and Renewed	Affy Tapple, L.L.C. (Delaware Limited Liability Company) 6300 Gross Point Road, NILES, Illinois 60714 United States of America

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.