### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM822741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CALI'FLOUR FOODS, LLC		07/07/2023	Limited Liability Company: CALIFORNIA
CALI'FLOUR HOLDINGS, LLC		07/07/2023	Limited Liability Company: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	INDUSTRIAL FUNDING GROUP, INC.
Street Address: 13848 Ventura Blvd.	
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91423
Entity Type:	Corporation: CALIFORNIA

### **PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	5341585	THE NEW WHITE FLOUR CALIFLOUR FOODS
Registration Number:	5353582	CALI'FLOUR FOODS
Registration Number:	5846164	CALI'FLOUR FOODS
Registration Number:	5652673	CALIFLOUR FOODS
Registration Number:	5779398	CALIFORNIA FRESH CALI'FLOUR FOODS
Registration Number:	5779399	"THE NEW WHITE FLOUR" CALIFLOUR FOODS
Registration Number:	5779400	CALI'FLOUR FOODS
Registration Number:	6531747	CALI'FLOUR
Registration Number:	6119122	CALI'FLOUR
Registration Number:	5895139	"THE NEW WHITE FLOUR" CALIFLOUR FOODS
Registration Number:	5895121	CALI'FLOUR FOODS
Registration Number:	6058898	CALIFORNIA FRESH CALI'FLOUR FOODS
Registration Number:	5879207	CALI'FLOUR FOODS
Registration Number:	5883845	#THENEWWHITEFLOUR
Registration Number:	5883844	THE NEW WHITE FLOUR
Registration Number:	5889613	CALI'CONCEPT KITCHEN
Registration Number:	6330290	CALI'FLOUR FOODS
		TRADEMARK

TRADEMARK **REEL: 008130 FRAME: 0644** 

Property Type	Number	Word Mark
Registration Number:	6330289	CALI'FLOUR FOODS
Registration Number:	6503802	CALI'FLOUR FOODS LLC
Registration Number:	6522012	CALI'FLOUR FOODS
Serial Number:	97456040	CALI'FOODS
Registration Number:	5779787	MIKEY'S
Registration Number:	5056178	MIKEY'S
Registration Number:	6726238	PURPLE POWER
Registration Number:	5957376	TASTE THE LOVE THE TASTE
Registration Number:	5957377	TASTE THE LOVE THE TASTE
Registration Number:	5957378	TASTE THE LOVE THE TASTE

#### **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:** 530-304-6922

**Email:** mberens@gemcapsolutions.com

Correspondent Name: Michael Berens

Address Line 1:9901 I.H. 10 West, Suite 800Address Line 2:GEMCAP SOLUTIONS, LLCAddress Line 4:San Antonio, TEXAS 78230

ATTORNEY DOCKET NUMBER:	2061587
NAME OF SUBMITTER:	Michael Berens
SIGNATURE:	/Michael Berens/
DATE SIGNED:	07/07/2023

#### **Total Attachments: 15**

source=7. Cali'Flour - Trademark Security Agreement#page1.tif source=7. Cali'Flour - Trademark Security Agreement#page2.tif source=7. Cali'Flour - Trademark Security Agreement#page3.tif source=7. Cali'Flour - Trademark Security Agreement#page4.tif source=7. Cali'Flour - Trademark Security Agreement#page5.tif source=7. Cali'Flour - Trademark Security Agreement#page6.tif source=7. Cali'Flour - Trademark Security Agreement#page7.tif source=7. Cali'Flour - Trademark Security Agreement#page8.tif source=7. Cali'Flour - Trademark Security Agreement#page9.tif source=7. Cali'Flour - Trademark Security Agreement#page10.tif source=7. Cali'Flour - Trademark Security Agreement#page11.tif source=7. Cali'Flour - Trademark Security Agreement#page12.tif source=7. Cali'Flour - Trademark Security Agreement#page13.tif source=7. Cali'Flour - Trademark Security Agreement#page13.tif source=7. Cali'Flour - Trademark Security Agreement#page14.tif source=7. Cali'Flour - Trademark Security Agreement#page15.tif

#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 7, 2023 (this "<u>Agreement</u>"), made by CALI'FLOUR FOODS, LLC, a California limited liability company with a principal place of business located at 11101 West 120th Ave, Suite 240, Broomfield, CO 80021, and CALI'FLOUR HOLDINGS, LLC, a California limited liability company with a principal place of business located at 11101 West 120th Ave, Suite 240, Broomfield, CO 80021, jointly and severally ("<u>Grantor</u>"), in favor of INDUSTRIAL FUNDING GROUP, INC., a California corporation with offices at 13848 Ventura Blvd., Sherman Oaks, CA 91423 (together with its successors and assigns, "<u>Lender</u>").

#### **RECITALS**

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the "<u>Trademarks</u>"); 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 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; provided that no security interest is granted in any Excluded Collateral; 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, upon the occurrence of, and during the continuance of, an Event of Default under the Loan Agreement and following written notice by the Lender to the Grantor, 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.

	CALI'FLOUR FOODS, LLC  Docusigned by:  Stephen Hoth  Name: Stephen Hoth
	Title: CFO
	CALI'FLOUR HOLDINGS, LLC  Docusigned by:  Stephen Hoth  By:  C021AFC357AC45A
	Name: Stephen Hoth
	Title: CFO
ACCEPTED AND AGREED:	
LENDER:	
INDUSTRIAL FUNDING GROUP, INC.	
By: Name: Title:	

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

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

CALITRIAND FOODS 117

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i, LLC
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[SIGNATURE PAGE -TRADEMARK SECURITY AGREEMENT]

### **EXHIBIT 1**

### **Trademarks**

APPLICATION NUMBER	REG NUMBER	COUNTR Y NAME	MARK / TITLE	DATE FILED	PUB DATE	REG DATE	OWNER
86982739	5341585	United States of America	Califlean	1/25/16	3/14/17	11/21/17	Cali'flour Foods, LLC
87267946	5353582	United States of America	Califlan	12/14/16	9/26/17	12/12/17	Cali'flour Foods, LLC
87680925	5846164	United States of America	Cali'flour Foods (standard character mark)	11/11/17	10/30/18	8/27/19	Cali'flour Foods, LLC
87680929	5652673	United States of America	Califlour Foods (standard character mark)	11/11/17	10/30/18	1/15/19	Cali'flour Foods, LLC
88124427	5779398	United States of America	Cali'flour FOODS	9/20/18	4/2/19	6/18/19	Cali'flour Foods, LLC
88124433	5779399	United States of America	Califlour	9/20/18	4/2/19	6/18/19	Cali'flour Foods, LLC
88124436	5779400	United States of America	Cali'flour	9/20/18	4/2/19	6/18/19	Cali'flour Foods, LLC
88980847	6,531,747	United States of America	Cali'flour	3/27/19	7/30/19	10/19/21	Cali'flour Foods, LLC
88978299	6119122	United States of America	Cali'flour	3/27/19	7/30/19	8/4/20	Cali'flour Foods, LLC
88358273	5,895,139	United States of America	Califlair	3/27/19	8/13/19	10/29/19	Cali'flour Foods, LLC

Trademark Security Agreement – Cali'Flour

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88356149	5895121	United States of America	Califfaur	3/26/19	8/13/19	10/29/19	Cali'flour Foods, LLC
88977465	6058898	United States of America	Cali flour FOODS	3/26/19	8/6/19	5/19/20	Cali'flour Foods, LLC
88356129	5879207	United States of America	Cali'flour Foods	3/26/19	7/23/19	10/8/19	Cali'flour Foods, LLC
88359246	5883845	United States of America	#THENEWWHIT EFLOUR	3/27/19	7/30/19	10/15/19	Cali'flour Foods, LLC
88359216	5883844	United States of America	THE NEW WHITE FLOUR	3/27/19	7/30/19	10/15/19	Cali'flour Foods, LLC
88359439	5889613	United States of America	CALI'CONCEPT KITCHEN	3/27/19	8/6/19	10/22/19	Cali'flour Foods, LLC
88870652	6,330,290	United States of America	Califour Foods	4/14/20	8/11/20	4/20/21	Cali'flour Foods, LLC
88870633	6,330,289	United States of America	CALI'FLOUR FOODS	4/14/20	8/11/20	4/20/21	Cali'flour Foods, LLC
90095507	6,503,802	United States of America	Cali flour	8/5/20	1/5/21	9/28/21	Cali'flour Foods, LLC

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A0080474	1439533	Int'l Registratio n - Madrid Protocol Only	MIKEY'S	10/30/18	N/A	10/30/18	Cali'flour Foods, LLC
1928074	1148487	Canada	mikey's	10/31/18	5/25/22	10/31/22	Cali'flour Foods, LLC
A0098175		Canada	mikey's	7/10/20			Cali'flour Foods, LLC
1928073	1148486	Canada	MIKEY'S	10/31/18	5/25/22	10/31/22	Cali'flour Foods, LLC
88254155	5957378	United States of America	TASTE THE LOVE THE TASTE	1/8/19	4/9/19	1/7/20	Cali'flour Foods, LLC
88254152	5957377	United States of America	S. TASTS THE EQUE THE TASTE 8	1/8/19	4/9/19	1/7/20	Cali'flour Foods, LLC
88254145	5957376	United States of America	TASTE THE LOVE THE TASTE	1/8/19	4/9/19	1/7/20	Cali'flour Foods, LLC
90494849	6726238	United States of America	PURPLE POWER	1/28/21	9/21/21	5/24/22	Cali'flour Foods, LLC
86829081	5056178	United States of America	MIKEY'S	11/23/15	5/10/16	10/4/16	Cali'flour Foods, LLC
88168861	5779787	United States of America	mikey's	10/25/18	4/2/19	6/18/19	Cali'flour Foods, LLC
97456040		United States of America	Cali'foods	6/13/22			Cali'flour Foods, LLC
		America	Cali'four				
90095859	6,522,012	United States of		8/5/20	1/5/21	10/12/21	Cali'flour Foods, LLC

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A0080663	1440963	Int'l Registratio n - Madrid Protocol Only	mikey's	11/6/18	N/A	11/6/18	Cali'flour Foods, LLC
A0098175	1554680	Int'I Registratio n - Madrid Protocol Only	mikeys	7/10/20	N/A	7/10/20	Cali'flour Foods, LLC
A0080474	1439533	Australia	MIKEY'S	10/30/18	N/A	10/30/18	Cali'flour Foods, LLC
A0080663	1440963	Australia	mikey's	11/6/18	N/A	11/6/18	Cali'flour Foods, LLC
A0098175	1554680	Australia	mikeyis	7/10/20	N/A	7/10/20	Cali'flour Foods, LLC
A0080474	1439533	United Kingdom	MIKEY'S	10/30/18	N/A	10/30/18	Cali'flour Foods, LLC
A0080663	1440963	United Kingdom	mikeys	11/6/18	N/A	11/6/18	Cali'flour Foods, LLC
A0098175	1554680	United Kingdom	mikey's	7/10/20	N/A	7/10/20	Cali'flour Foods, LLC
0119852513 656	2488951	Mexico	MIKEY'S	3/11/21	N/A	12/13/22	Cali'flour Foods, LLC
A0080663	1440963	Mexico	mikey's	11/6/18	N/A	11/6/18	Cali'flour Foods, LLC

{00287144.DOCX; 1}

#### **EXHIBIT A**

#### ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of
company with a principal place of business located at 11101 West 120th Ave, Suite 240,
Broomfield, CO 80021, and CALI'FLOUR HOLDINGS, LLC, a California limited
liability company with a principal place of business located at 11101 West 120th Ave, Suite
240, Broomfield, CO 80021, jointly and severally ("Assignor").

#### **RECITALS:**

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

WHEREAS, Assignor and GemCap Solutions, LLC, a Delaware limited liability company, as successor and assign to Industrial Funding Group, Inc. ("<u>Lender</u>") are parties to that certain Loan and Security Agreement, dated as of July 7, 2023, (as from time to time amended or supplemented, the "<u>Loan Agreement</u>"; 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 "<u>Assignee</u>").

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

1.		<u>Assignn</u>	<u>ient</u>	of	Trad	<u>emark</u>	<u>s</u> . As	signor	hereby	assigns,	transfers,	and
conveys to									a			with
offices at								(t	he " <u>Ass</u>	ignee") al	ll of Assig	nor's
right, title	and	interest	in	and	to the	e Trad	emarks	togeth	ner with	the good	lwill assoc	iated
therewith.												

3. <u>Filing and Recordation</u>. 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 Assignment of Trademarks as of the date first above written.

ASSIGNOR:
CALI'FLOUR FOODS, LLC
By:
Name: Stephen Hoth
Title: CFO
CALI'FLOUR HOLDINGS, LLC
By:
Name: Stephen Hoth
Title: CFO

[Signature Page – Assignment of Trademarks]

## **EXHIBIT 1**

# **Trademarks**

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88978299	6119122	United States of America	Cali'flour	3/27/19	7/30/19	8/4/20	Cali'flour Foods, LLC
88358273	5,895,139	United States of America	Cillian	3/27/19	8/13/19	10/29/19	Cali'flour Foods, LLC

88356149	5895121	United States of America	Cali Konar	3/26/19	8/13/19	10/29/19	Cali'flour Foods, LLC
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A0080663	1440963	Mexico	mikey's	11/6/18	N/A	11/6/18	Cali'flour Foods, LLC

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**TRADEMARK REEL: 008130 FRAME: 0660** 

**RECORDED: 07/07/2023**