

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urban Plates LLC		07/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MS Private Credit Administrative Services LLC		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4168764	URBAN PLATES	
Registration Number:	4168765	URBAN PLATES	
Registration Number:	4106719	URBAN PLATES	
Registration Number:	4218584	URBAN GREENS	
Registration Number:	4184072	U P U R B A N P L A T E S	
Registration Number:	4351556	FARM TO PLATE & WON'T BREAK THE BANK	
Registration Number:	5423656	URBAN BOWLS	
Registration Number:	5550124	URBAN PLATES	
Serial Number:	87768515	UP	
Registration Number:	6246785	GOOD IS SERVED	
Registration Number:	6991271	EVERYONE DESERVES TO EAT THIS GOOD	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		

OP \$290.00 4168764

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: 2069642

NAME OF SUBMITTER: Yvette Stohler

SIGNATURE: /Yvette Stohler/

DATE SIGNED: 07/21/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 21, 2023 (the “**Agreement**”) between **MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC** (“**Holder**”) and **URBAN PLATES LLC** a Delaware limited liability company, (“**Grantor**”) is made with reference to the (i) Secured Promissory Note, dated as of July 21, 2023 (as amended from time to time, the “**Note**”), between Holder and Urban Plates Holding LLC, a Delaware limited liability company and (ii) the Third Party Security Agreement, dated as of July 21, 2023 (as amended from time to time, the “**Security Agreement**”), by and among the Grantor, other grantors from time to time party thereto, and the Holder. Terms defined in the Note or the Security Agreement, as applicable, have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Note, Grantor grants to Holder a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the “**Intellectual Property Collateral**”):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “**Copyrights**”), including the Copyrights described in **Exhibit A**;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the “**Trademarks**”), including the Trademarks described in **Exhibit B**;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”), including the Patents described in **Exhibit C**;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the “**Mask Works**”);
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

in each case, other than to the extent constituting Excluded Assets.

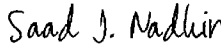
The rights and remedies of Holder with respect to the security interests granted hereunder are in addition to those set forth in the Note, and those which are now or hereafter available to Holder as a matter of law or equity. Each right, power and remedy of Holder provided for herein or in the Note, 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 Holder of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Holder of any other rights, powers or remedies.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

URBAN PLATES LLC

By 

Name: Saad J. Nadhir

Title: Chief Executive Officer

Address for Notice:

c/o URBAN PLATES HOLDING LLC
420 Stevens Avenue, Suite 150
Solana Beach, CA 92075
Attn: Chief Executive Officer
Email: snadhir@urbanplates.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


DMS 26950077

TRADEMARK
REEL: 008140 FRAME: 0709

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

AGENT:

DocuSigned by:
MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC

By  _____
756E8D0425DF4D9...

Name: William Reiland
Title: Managing Director

Address for Notice:
1585 Broadway, 39th Floor
New York, NY 10036
Attn: Debra Abramovitz
Expansion_credit_reporting@morganstanley.com

with a copy to:

1585 Broadway, 39th Floor
New York, NY 10036
Attn: William Reiland

and

1585 Broadway, 39th Floor
New York, NY 10036
Attn: Nick Nocito

with a copy, not constituting notice, to:

Barnes & Thornburg LLP
655 W. Broadway, Suite 1300
San Diego, CA 92101
Attn: Troy Zander

[Signature Page to Note and Warrant Purchase and Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist




<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
URBAN PLATES	85/216,623	4,168,764	1/13/2011
URBAN PLATES	85/216,624	4,168,765	1/13/2011
URBAN PLATES	85/216,629	4,106,719	1/13/2011
URBAN GREENS	85/217,979	4,218,584	1/14/2011
UP URBAN PLATES & Design  u r b a n p l a t e s	85/282,719	4,184,072	3/31/2011
FARM TO PLATE & WON'T BREAK THE BANK	85/669,960	4,351,556	7/6/2012
URBAN BOWLS	86/334,952	5,423,656	7/11/2014
URBAN PLATES & Design 	87/764,541	5,550,124	1/22/2018
UP & Design 	87/768,515	N/A	1/24/2018
GOOD IS SERVED	88/668,521	6,246,785	10/25/2019
EVERYONE DESERVES TO EAT THIS GOOD	97/243,514	6,991,271	1/28/2022

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>