

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM827843

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	UCC Transfer Statement
<b>RESUBMIT DOCUMENT ID:</b>	900780523

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
High Road Craft Ice Cream, Inc.		12/29/2022	Corporation: GEORGIA
Ciao Bella Gelato Co., Inc.		12/29/2022	Corporation: DELAWARE
High Road Midwest, LLC		12/29/2022	Corporation: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	High Road Craft Creamery, LLC
<b>Street Address:</b>	12243 Branford Street
<b>City:</b>	Sun Valley
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91352
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
<b>Registration Number:</b>	5127883	BLVD TASTY ICE CREAM
<b>Serial Number:</b>	87408691	MAXINE'S BY THREE TWINS ICE CREAM
<b>Registration Number:</b>	1956174	CIAO BELLA
<b>Serial Number:</b>	90367598	CIAO BELLA GELATO + SORBETTO
<b>Registration Number:</b>	6027983	HELADOS LA NETA
<b>Registration Number:</b>	6891759	HELADOS LA NETA
<b>Registration Number:</b>	6891757	HIGH ROAD
<b>Registration Number:</b>	6891758	HIGH ROAD
<b>Serial Number:</b>	90367595	HIGH ROAD
<b>Serial Number:</b>	90367593	HIGH ROAD
<b>Registration Number:</b>	4061034	HIGH ROAD CRAFT ICE CREAM & SORBET
<b>Registration Number:</b>	5825325	HIGH ROAD CRAFT ICE CREAM WALLOPS!
<b>Serial Number:</b>	87386324	MAXINE'S
<b>Registration Number:</b>	3590781	MINT CONFETTI
<b>Registration Number:</b>	5403266	SLIM TWIN
<b>Registration Number:</b>	4327090	THREE TWINS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3408293	THREE TWINS ICE CREAM
Registration Number:	4535908	ADONIA
Serial Number:	77333832	BELLINI
Serial Number:	86571992	BLVD TASTY ICE CREAM
Registration Number:	3106689	CIAO BELLA
Registration Number:	3334856	DOLCE LATTE SHAKES
Registration Number:	2174437	GOTHAM DAIRY
Serial Number:	90367600	HELADOS LA NETA
Serial Number:	85536486	ICE CREAM FOR ACRES
Serial Number:	77540956	INCONCEIVABLY DELICIOUS
Registration Number:	4540280	IT ONLY TASTES ILLEGAL
Serial Number:	78949308	OTTIMO
Serial Number:	85680278	SATURDAE
Serial Number:	85907007	SKINNY BELLA

**CORRESPONDENCE DATA**

Fax Number: 6144641737

*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.*

Email: jlaperle@fbtlaw.com

Correspondent Name: FROST BROWN TODD LLP

Address Line 1: 301 EAST FOURTH STREET

Address Line 2: 3300 GREAT AMERICAN TOWER

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: 0152677

NAME OF SUBMITTER: Matthew R. Schantz

SIGNATURE: /Matthew R. Schantz/

DATE SIGNED: 07/28/2023

**Total Attachments: 9**

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## TRANSFER STATEMENT

(under Uniform Commercial Code Section 9-619)

WHEREAS, PMC Financial Services Group, LLC, (the "Prior Lender") extended multiple loans (collectively, the "Loans") to High Road Craft Ice Cream, Inc. ("HRCIC"), Ciao Bella Gelato Co., Inc. ("CBGC"), and High Road Midwest, LLC (each a "Debtor" or collectively "Debtors") and, in connection with the Loans, Prior Lender and the Debtor entered into that certain Amended and Restated Loan and Security Agreement, dated as of September 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), (ii) Schedule to Amended and Restated Loan and Security Agreement, dated September 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Schedule") and (ii) various other agreements and documents in connection with the Loan Agreement (the Loan Agreement, Schedule and such other agreements and documents are collectively referred to as the "Loan Documents") pursuant to which each Debtor granted the Prior Lender a security interest in substantially all of its assets (the "Collateral"), which has been perfected by (x) the filing of that certain UCC Financing Statement authorized by HRCIC and filed on June 23, 2015 with the Georgia Secretary of State as File #007-2015-019976, and (y) the filing of that certain UCC Financing Statement authorized by CBGC and filed on January 19, 2017 with the Delaware Secretary of State as File #2017 0420692; and

WHEREAS, Debtors defaulted on their obligations under the Loan Documents and Prior Lender conducted a public foreclosure sale of the Collateral on September 6, 2022; and

WHEREAS, Prior Lender was the successful bidder for the Collateral at the public foreclosure sale and following its purchase of the Collateral, Prior Lender transferred the purchased Collateral to High Road Craft Creamery, LLC ("High Road"); and

WHEREAS, the purchased Collateral transferred by Prior Lender to High Road included the intellectual property assets as described on Exhibit A attached hereto and all related foreign intellectual property and applications, and all derivatives thereof, including any common law trademark rights, of any kind whatsoever of Debtors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and all other domain names, social media accounts, titles, logos, trade names, trade dress, trademarks, service marks and similar marks used by Debtors in their business operations, whether or not registered, along with all of the goodwill in the foregoing (the "IP Assets"); and

WHEREAS, the purchased Collateral transferred by Prior Lender to High Road further included, with respect to any patents or patent applications included in the IP Assets (the "Patent Assets"): all priority rights arising from such Patent Assets; all patents and patent applications (i) to which any of the Patent Assets directly or indirectly claim priority, (ii) for which any of the Patent Assets directly or indirectly form a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference, or were incorporated by reference into, any of the Patent Assets; all inventions, invention disclosures, and discoveries described in any of the foregoing; all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing; all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the foregoing; and all rights to collect royalties and other payments under or on account of any of the foregoing.

WHEREAS, High Road has requested that Prior Lender execute and deliver a transfer statement in favor of High Road with respect to the IP Assets pursuant to Section 9619 of the California Uniform Commercial Code; and

WHEREAS, High Road intends to use the IP Assets in its operations and to continue the development of the IP Assets in its business judgment.

NOW, THEREFORE, in accordance with Section 9-619(b) of the Uniform Commercial Code, High Road is a “transferee” and is entitled to a transfer of record of all rights of the Debtors in the Collateral, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to High Road of the IP Assets.

The mailing address of the Debtor(s) and the Secured Party are as follows:

Debtor(s):

High Road Craft Ice Cream, Inc.,  
a Georgia corporation  
1730 B West Oak Commons Court  
Marietta, Georgia 30062 USA

Ciao Bella Gelato Co., Inc.,  
a Delaware corporation (100% subsidiary  
of HRCIC)

High Road Midwest, LLC,  
a Georgia limited liability company  
(100% Subsidiary of HRCIC).

Secured Party/Transferee:

PMC Financial Services Group, LLC,  
a Delaware limited liability company

Dated: December 29, 2022

By:  \_\_\_\_\_

Name: Peter Gamboa

Title: Assistant Treasurer

**EXHIBIT A**

**DESCRIPTION OF "IP ASSETS"**

**Trademarks**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Registration Number</b>	<b>App. Date</b>	<b>Reg. Date</b>
US	BLVD TASTY ICE CREAM	5,127,883	87/055,689 5/31/2016	1/24/2017
US	MAXINE'S BY THREE TWINS ICE CREAM (plus design)		87/408,691 4/12/2017	
US	CIAO BELLA	1,956,174	74/641,066 2/3/1995	2/13/1996
US	CIAO BELLA GELATO + SORBETTO (plus design)		90/367,598 12/8/2020	
US	HELADOS LA NETA	6,027,983	88/606,383 05-Sep-2019	4/7/2020
US	HELADOS LA NETA (plus design)	6,891,759	90/367,603 12/8/2020	08-Nov-2022
US	HIGH ROAD	6,891,757	90/367,590 08-Dec-2020	08-Nov-2022
US	HIGH ROAD (plus design)	6,891,758	90/367,597 08-Dec-2020	08-Nov-2022
US	HIGH ROAD (plus design)		90/367,595 08-Dec-2020	
US	HIGH ROAD		90/367,593 08-Dec-2020	
US	HIGH ROAD CRAFT ICE CREAM & SORBET (plus design)	4,061,034	85/091,170 7/22/2010	11/22/2011
US	HIGH ROAD CRAFT ICE CREAM WALLOPS! (plus design)	5,825,325	88/203,638 11/22/2018	8/6/2019
US	MAXINE'S		87/386,324 3/27/2017	
US	MINT CONFETTI	3,590,781	77/540,842 8/6/2008	3/17/2009
US	SLIM TWIN	5,403,266	87/386,337 3/27/2017	2/13/2018
MEXICO	SLIM TWIN	1,433,071	1,433071 2/13/2018	2/13/2018
WP1 Madrid Protocol Int'l	SLIM TWIN		1,433,071 10/12/2018	10/12/2019
US	THREE TWINS	4,327,090	85/605,356 4/23/2012	4/30/2013

Mexico	THREE TWINS	2,024,699	1,119,285 4/30/2012	4/30/2013
Madrid Protocol Int'l	THREE TWINS		1,119,285 30-Apr-2012	5/9/2022
KOREA	THREE TWINS		1119285 4/30/2012	
JAPAN	THREE TWINS		1,119,285 4/30/2012	4/30/2012
CHINA	THREE TWINS		1,119,285 4/30/2012	4/30/2013
US	THREE TWINS ICE CREAM (plus design)	3,408,293	77/186,645 5/22/2007	4/8/2008
THAILAND	THREE TWINS ICE CREAM (plus design)	TM387530	8/8/2012	
JAPAN	THREE TWINS ICE CREAM DESIGN(plus design)	1,347,745	3/28/2017	24-Jun-2022
MEXICO	THREE TWINS ICE CREAM (plus design)	1,347,745	3/28/2017	6/24/2022
MADRID PROTOCOL INT'L	THREE TWINS ICE CREAM (plus design)	1,347,745	3/28/2017	3/28/2017
US	ADONIA	4,535,908	85/890,852 29-Mar-2013	27-May-2014
US	BELLINI		77/333,832 20-Nov-2007	
US	BLVD TASTY ICE CREAM (plus design)		86/571,992 21-Mar-2015	
US	CIAO BELLA	3,106,689	78/664,498 06-Jul-2005	20-Jun-2006
US	DOLCE LATTE SHAKES	3,334,856	78/885,077 16-May-2006	13-Nov-2007
US	GOTHAM DAIRY	2,174,437	75214585 12/17/96	7/21/98
US	HELADOS LA NETA (plus design)		90/367,600 12/8/2020	
US	ICE CREAM FOR ACRES (plus design)		85/536,486 07-Feb-2012	
US	INCONCEIVABLY DELICIOUS		77/540,956 06-Aug-2008	
US	IT ONLY TASTES ILLEGAL	4,540,280	85/963,448 18-Jun-2013	27-May-2014
US	OTTIMO		78/949,308 10-Aug-2006	

US	SATURDAE		85/680,278 18-Jul-2012	
US	SKINNY BELLA		85/907,007 17-Apr-2013	
Bermuda	THREE TWINS	54612	54612 01-May-2015	01-May-2015
Bermuda	THREE TWINS ICE CREAM (plus design)	54572	54572 01-May-2015	01-May-2015
Canada	HIGH ROAD CRAFT ICE CREAM & SORBET (plus design)		1642852 09-10-2013	

### Patents

Jurisdiction	Title	Patent Number	Patent Application Date of Application	Issue Date
US	PROCESS FOR MOLDING FROZEN CONFECTIONS	10,729,154 B2	15/950,602 04/11/2018	8/4/2020

### Web Domains

Domain Name	Registrar
HighroadCraft.com	Tucows, Inc. Tucowns Domains, Inc. (WIX)
CiaoBellaGelato.com	Network Solutions, LLC
HeladosLaneTa.com	Silver Domain Names, LLC
threetwinsicecream.com	GoDaddy.com, LLC

### Social Media Accounts

Social Media Host	Subdomain / Page Name / Handle
Facebook	<a href="https://www.facebook.com/threetwinsicecream/">https://www.facebook.com/threetwinsicecream/</a>



**CALIFORNIA NOTARY ACKNOWLEDGEMENT  
(INDIVIDUAL)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

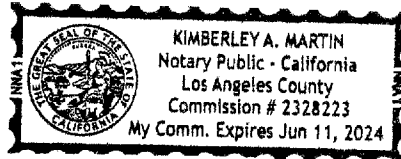
State of California  
County of Los Angeles

On 12/29/2022 before me, Kimberley A. Martin, Notary Public (insert name and title of the officer), personally appeared Peter Gamboa, Asst. Treasurer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberley A. Martin (Seal)



ACKNOWLEDGMENT OF DEFAULT; SURRENDER OF  
POSSESSION; AND WAIVER OF NOTICE

TO: **PMC Financial Services Group, LLC**  
3816 E. La Pakl a Auent e  
Anahe l , CA 92807  
(Heqe nafseq qefeqed sn ar "PMC")

FROM: **High Road Craft Ice Cream, Inc.**  
**Ciao Bella Gelato Co., Inc.**  
**High Road Midwest, LLC**  
1730 W. Oaj Cnl l nnr Cnt q  
Maqessa, GA 30062  
(Heqe nafseq cnkacs uekx qefeqed sn ar "Bnqqnv eq")

1. Bnqqnv eq heqebx acj mv ledge shas PMC arreqr shas ar nf Jt lx 31, 2022, shex v eq in nskx and reueqakx nlebsed sn PMC mshe rt l nf aooqwl asek Fncx Tv n M lknm F ue Ht ndqed E ghseemThnt rand E ghs Ht ndqed N neseemDnklaq (\$42,518,819), ot qrt ans sn ( ) shas ceqa mAl ended and Rersased Lnamand Sect qsx Agqel ens, dased Seosel beq 7, 2018, besv eemBnqqnv eq and PMC (ar al ended, l nd f ed and qrsased fqnl sl e sn sl e, she "Lnam Agqel ens"), ( ) shas ceqa mSchedt ke sn Al ended and Rersased Lnamand Sect qsx Agqel ens, dased Seosel beq 7, 2018 (ar al ended, qrsased, rt ookel ensed nqnsheqv re l nd f ed fqnl sl e sn sl e, she "Schedt ke"), and ( ) she nsheqagqel ensr enseqed nsn mcnmncs nmv sh she Lnam Agqel ens and Schedt ke (rt ch agqel ensr, akng v sh she LnamAgqel ens and Schedt ke, aq "LnamDnct l ensr"). Akk ms akx cao sakyed seq r ms nsheqv re def ned heq m rhakkhaue she l eamngr res fnqsh mshe LnamDnct l ensr, ar aookcable.

2. Bnqqnv eq ft qsheq acj mv ledge shas PMC arreqr shas Bnqqnv eq aq m defat ks t ndeq she seq r nf she LnamDnct l ensr, shas ra d nlebsednerr r mv v hnkx dt e and nv ng, and shas Bnqqnv eq canms oqrensx ras rfx ra d nlebsednerr.

3. Fnq qarnnr bexnnd Bnqqnv eq' cnsqk Bnqqnv eq f nd shel rekuer ma onr s nm nf be ng t nable sn cnsnt e she noeqs nnr nf she q bt r nerr. Bnqqnv eq sheqfnq t nennnd s nmakx, fnqshv sh, and effecs ue l l ed asek, rt qndeq onrrerr nmnf akk nf Cnkaseqak nkt d ng v shnt s kl sas nm she q Accent nrr, Ept ol ens, Inuensq, Geneqak Insang bler, Insekeest ak Pqnoeqsx, Inuersl ens Pqnoeqsx, cnsqacs qghsr, cnl ot seq rnsv aq, oqngal r, rsqcd dasa, ag ng rchedt ker, and ct rsnl eqkrsr (she "Cnkaseqak), v hequeq lncased.

4. Th r lesseq v lk reque ar Bnqqnv eq' v qsemrsasel ens qmnt ne ng, afseq defat ks (ot qrt ans sn Secs nm9624 nf she Cakfnqma Umfnql Cnl l eq akCnde (she "UCC")), nf Bnqqnv eq' qghsr sn mns f cas nmnf anx rake PMC l ax hnk l mcnmncs nmv sh sr eweq re nf anx and akqghsr sl ax haue sn relknqnsheqv re d ronre nf she Cnkaseqak ot qrt ans sn she Lnam Dnct l ensr and she UCC, v hesheqbx ot bkc nqoquase rake. Bnqqnv eq heqebx acj mv ledge shas she q qent ne as nmnf anx qghsr shex l ax haue sn mns f cas nmnf anx rt ch rake nqd ronr s nmxb PMC ot qrt ans sn she LnamDnct l ensr and/nq she UCC r a j mv ng and nfnq ed v a ueq bx

each Board member shall, as a condition of his or her appointment and as a condition of his or her service on the Board, execute and deliver to the Company a written agreement, in form and substance as set forth in Exhibit A, to be entered into by the Board member and the Company. The Board member shall, as a condition of his or her service on the Board, execute and deliver to the Company a written agreement, in form and substance as set forth in Exhibit A, to be entered into by the Board member and the Company.

5. Board member shall, as a condition of his or her appointment and as a condition of his or her service on the Board, execute and deliver to the Company a written agreement, in form and substance as set forth in Exhibit A, to be entered into by the Board member and the Company.

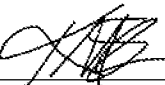
6. Notwithstanding anything to the contrary contained in the Company's articles of incorporation or its bylaws, the Board member shall, as a condition of his or her service on the Board, execute and deliver to the Company a written agreement, in form and substance as set forth in Exhibit A, to be entered into by the Board member and the Company.

DATED: August 9, 2022


**HIGH ROAD CRAFT ICE CREAM, INC.,**  
a Georgia corporation

Bx  \_\_\_\_\_  
Name: Keith Schroeder  
Title: Chief Executive Officer

**CIAO BELLA GELATO CO., INC.,**  
a Delaware corporation

Bx  \_\_\_\_\_  
Name: Keith Schroeder  
Title: Chief Executive Officer

**HIGH ROAD MIDWEST, LLC,** a Georgia  
limited liability company

Bx  \_\_\_\_\_  
Name: Keith Schroeder  
Title: Chief Executive Officer