

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Madelaine Chocolate Novelties, Inc.		07/31/2023	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	JPalmer Collective, LLC
<b>Street Address:</b>	321 West Neck Road
<b>City:</b>	Huntington
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11743
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1557072	MADELAINE
Registration Number:	1857333	HIGH ROLLER
Registration Number:	1943185	PENNY LAINE
Registration Number:	3138194	MADELAINE ALWAYS IN GOOD TASTE.
Registration Number:	3097683	
Registration Number:	3502455	HATCHERS
Registration Number:	3408883	CRUNCHY EYEBALLS
Registration Number:	3660628	HAUNTED HUNT
Registration Number:	3768904	BUNNY HOP HUNT
Registration Number:	3654696	GOOEY GHOULS
Registration Number:	3850879	THE MADELAINE CHOCOLATE COMPANY
Registration Number:	6053725	DUEGGS
Registration Number:	5804575	THE MADELAINE CHOCOLATE COMPANY DUETS

## CORRESPONDENCE DATA

Fax Number: 2024083141

*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.*

CH \$340.00 1557072

**Phone:** 2024083141  
**Email:** jean.paterson@cscglobal.com  
**Correspondent Name:** CSC  
**Address Line 1:** 1090 Vermont Avenue, NW  
**Address Line 4:** Washington, D.C. 20005

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 08/07/2023

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 31, 2023, is made by MADELAINE CHOCOLATE NOVELTIES, INC., a New York corporation (“Grantor”) with an address of 96-03 Beach Channel Drive, Rockaway Beach, New York 11693 in favor of JPALMER COLLECTIVE, LLC, a Delaware limited liability company (“Lender”) with an address of 321 West Neck Road, Huntington, NY 11743.

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, each other Loan Party party thereto and Lender (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including 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 renewals and extensions thereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and

Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

b. all of its Trademarks (*provided* that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed), and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

c. all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

d. all reissues, continuations or extensions of the foregoing;

e. all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

f. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

a. Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright material to the operation of Grantor's business, its right to register the same, or to keep and maintain the same.

b. Within 30 days of filing an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency Grantor shall notify Lender of such filing and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

c. Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of Grantor's Patents or Trademarks (now or hereafter existing) material to the operation of Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

d. In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, Grantor shall immediately take all actions as Grantor shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

Upon such termination, Lender shall execute, at the expense of Borrower, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MADELAINE CHOCOLATE NOVELTIES,  
INC.**

By:   
Name: Jorge Farber  
Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

**JPALMER COLLECTIVE, LLC**

By: \_\_\_\_\_  
Name: Jennifer Palmer  
Title: Chief Executive Officer

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MADELAINE CHOCOLATE NOVELTIES,  
INC.**

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

Name: Jorge Farber

Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

**JPALMER COLLECTIVE, LLC**

By: Jennifer Palmer

Name: Jennifer Palmer

Title: Chief Executive Officer



**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

[See attached IP Portfolio Listing]

The Madelaine Chocolate Company IP Portfolio (Active only as of June 8, 2023)

AR&E Ref No.	Country	Trademark/Copyright Name	Status	Application No.	Filing Date	Registration No.	Registration Date	Image
MADE-51400/0020	CA	MADELAINE	Registered	0682388	22-May-1991	TMA401723	21-Aug-1992	
MADE-51400/0063	CA	HAUNTED HUNT	Registered	1423029	24-Dec-2008	TMA829_018	02-Aug-2012	
MADE-51400/0065	CA	BUNNY HOP HUNT	Registered	1423031	24-Dec-2008	TMA829_017	02-Aug-2012	
MADE-51400/0073	CA	THE MADELAINE CHOCOLATE COMPANY	Registered	1425781	27-Jan-2009	TMA829_016	02-Aug-2012	
MADE-51400/0088	CA	DUETS	Allowed	155102	21-Feb-2012			
MADE-51400/0074	EM	THE MADELAINE CHOCOLATE COMPANY	Registered	007561202	30-Jan-2009	007561202	10-Nov-2009	
MADE-51400/0018	GB	MADELAINE	Registered	1,465,444	22-May-1991	1,465,444	28-May-1993	
MADE-51400/0097	GB	THE MADELAINE CHOCOLATE COMPANY	Registered	007561202	30-Jan-2009	UK098561202	10-Nov-2009	
MADE-51400/0083	JP	THE MADELAINE CHOCOLATE COMPANY	Registered	2009-053757	15-Jul-2009	5291243	25-Dec-2009	
MADE-51400/0075	MX	THE MADELAINE CHOCOLATE COMPANY	Pending	987061	30-Jan-2009			
MADE-51400/0004	US	MILK CHOCOLATE CRAYONS	Registered	NONE	27-Oct-1986	VA 242 250	27-Oct-1986	
MADE-51400/0006	US	MILK CHOCOLATE LONG-STEMMED ROSES (CR)	Registered	NONE	06-Jun-1989	VA 353-031	06-Jun-1989	
MADE-51400/0007	US	MILK CHOCOLATE MINIATURE BABY BOOTIES (CR)	Registered	NONE	06-Jun-1989	VA 353-030	06-Jun-1989	
MADE-51400/0008	US	MILK CHOCOLATE MINIATURE CHOCOLATE SNEAKERS (CR)	Registered	NONE	07-Jun-1989	VA 362-399	07-Jun-1989	
MADE-51400/0032	US	SWEET ADDITION	Registered	NONE	20-Aug-1990	VA-420-085	20-Aug-1990	
MADE-51400/0033	US	MILK CHOCOLATE TULIPS	Registered	NONE	11-Mar-1991	VA-456-078	11-Mar-1991	
MADE-51400/0036	US	FLOWER STEM	Registered	NONE		VA-1-331-241	19-Jul-2002	
MADE-51400/0005	US	MADELAINE	Registered	79/751,717	06-Sep-1988	1,557,072	19-Sep-1989	MADELAINE
MADE-51400/0024	US	HIGH ROLLER	Registered	74/363,246	22-Feb-1993	1,857,333	04-Oct-1994	HIGH ROLLER
MADE-51400/0031	US	PENNY LAINE	Registered	74/480,336	19-Jan-1994	1,943,185	19-Dec-1995	PENNY LAINE
MADE-51400/0044	US	MADELAINE ALWAYS IN GOOD TASTE. & DESIGN	Registered	78/579,208	03-Mar-2005	3,138,194	05-Sep-2006	
MADE-51400/0045	US	POKER CHIP DESIGN	Registered	78/581,385	07-Mar-2005	3,097,683	30-May-2006	

The Madelaine Chocolate Company IP Portfolio (Active only as of June 8, 2023)

MADE-51400/0055	US	HATCHERS	Registered	77/163,094	23-Apr-2007	3,502,455	16-Sep-2008	HATCHERS
MADE-51400/0057	US	CRUNCHY EYEBALLS	Registered	77/251,756	22-Aug-2007	3,408,883	08-Apr-2008	CRUNCHY EYEBALLS
MADE-51400/0066	US	HAUNTED HUNT	Registered	77/650,908	16-Jan-2009	3,660,628	28-Jul-2009	HAUNTED HUNT
MADE-51400/0068	US	BUNNY HOP HUNT	Registered	77/646,335	09-Jan-2009	3,768,904	30-Mar-2010	BUNNY HOP HUNT
MADE-51400/0071	US	GOOEY GHOULS	Registered	77/651,170	16-Jan-2009	3,654,686	14-Jul-2009	GOOEY GHOULS
MADE-51400/0072	US	THE MADELAINE CHOCOLATE COMPANY	Registered	77/651,213	16-Jan-2009	3,850,879	21-Sep-2010	THE MADELAINE CHOCOLATE COMPANY
MADE-51400/0083	US	DUEGGS	Registered	87/633,177	04-Oct-2017	6,053,725	12-May-2020	DUEGGS
MADE-51400/0094	US	THE MADELAINE CHOCOLATE COMPANY DUETS STYLIZED	Registered	88/205,437	26-Nov-2018	5,804,575	16-Jul-2019	<i>The Madelaine</i> <b>duets</b>