

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Eli's Cheesecake Company		09/06/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Libertyville Bank & Trust Company, N.A.		
Street Address:	507 N Milwaukee Avenue		
City:	Libertyville		
State/Country:	ILLINOIS		
Postal Code:	60048		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	6670145	ELI'S SWEET IMPERFECTIONS	
Registration Number:	6608324	MADE IN CHICAGO. LOVED EVERYWHERE.	
Registration Number:	6329376	ELI'S CUBIES	
Registration Number:	5771155	JUST THE CRUST	
Registration Number:	5770813	POOKIE	
Registration Number:	4504525	ELI'S CHEESECAKE · CHICAGO ·	
Registration Number:	3503067	ELI'S CHEESECAKE CUTIES	
Registration Number:	3187459	ELI'S CHEESECAKE CHAMPAGNE TRUFFLE	
Registration Number:	3248073	KEY LIME BREEZE	
Registration Number:	3220546	CHEESECAKE COUTURE	
Registration Number:	3628371	SKINNY ELI	
Registration Number:	3508177	ELI'S CHEESECAKE CHICAGO	
Registration Number:	2510403	ELI'S DIPPER	
Registration Number:	2911401	CHEESECAKE DIPPERS	
Registration Number:	2709880	ELI'S PICKUP	
Registration Number:	2534743	ELI'S CHICAGO STYLE CHEESECAKE	
Registration Number:	2550683	C-CAKE	
Registration Number:	2530446	THE ART OF CHEESECAKE	
Registration Number:	2543386	ELI'S SENSATIONAL SLICES	
		TRADEMARK	

OP \$740.00 6670145

Property Type	Number	Word Mark
Registration Number:	2443360	TOTALLY TURTLE
Registration Number:	2646281	ELI'S GLAMOUR CAKES
Registration Number:	2643439	ELI'S DIVAS
Registration Number:	2139700	ELI'S CHEESECAKE WORLD
Registration Number:	1665968	ELI'S CHICAGO'S FINEST
Registration Number:	1614090	ELI'S 'SMOOSH'
Registration Number:	1286268	ELI'S
Registration Number:	1281949	ELI'S
Registration Number:	7141081	PIE IN THE SKY
Registration Number:	7140847	ELI'S CHICAGO CHEESECAKE

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: 4142975046

Email: drivera@foley.com, ipdocketing@foley.com

Correspondent Name: FOLEY & LARDNER

Address Line 1: 3000 K STREET N.W., SUITE 600

Address Line 4: WASHINGTON, D.C. 20007

NAME OF SUBMITTER:	Diana Sofia Rivera Rendon
SIGNATURE:	/Diana Sofia Rivera Rendon/
DATE SIGNED:	09/07/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into effective as of September 6, 2023, by and between **The Eli’s Cheesecake Company**, an Illinois corporation (“**Grantor**”), and **Libertyville Bank & Trust Company, N.A.** (“**Bank**”).

RECITALS

A. Grantor (“**Borrower**”) has entered into that certain Loan and Security Agreement, dated as of September 6, 2023 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “**Loan Agreement**”), between the Grantor and Bank.

B. Bank has agreed to extend certain financial accommodations to Borrower (the “**Loans**”) in the amounts and manner set forth in the Loan Agreement. Bank is willing to make the Loans to the Borrower, but only upon the condition, among others, that Grantor grants to Bank a security interest in Copyrights, Trademarks, and Patents (as each term is described below) to secure the prompt and complete payment and performance of all of the Obligations (as defined in the Loan Agreement).

C. Pursuant to the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under certain collateral, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance of all of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the payment and performance of all of the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property, including but not limited to the following (all of which shall collectively be called the “**Intellectual Property Collateral**”):

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. Any and all claims for damages by way of past, present and future infringements 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;

7. All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

8. All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

9. All 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.

Notwithstanding anything to the contrary contained herein, the security interests granted under this Agreement shall not extend to any intent-to use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto (only to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use Trademark application under applicable law).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, 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 Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

Address of Grantor:

6701 W. Forest Preserve Dr.
Chicago, Illinois 60634

THE ELI'S CHEESECAKE COMPANY

By: _____

Name: *Mr. Stiles*

Title: *Vice President*

BANK:

Address of Bank:

507 N. Milwaukee Avenue
Libertyville, Illinois 60048

LIBERTYVILLE BANK & TRUST
COMPANY, N.A.

By: _____

Name: Daniel Stiles

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008191 FRAME: 0475

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

Address of Grantor:

6701 W. Forest Preserve Dr.
Chicago, Illinois 60634

THE ELI'S CHEESECAKE COMPANY

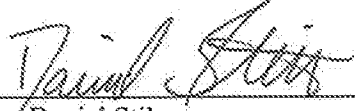
By: _____
Name:
Title:

BANK:

Address of Bank:

507 N. Milwaukee Avenue
Libertyville, Illinois 60048

LIBERTYVILLE BANK & TRUST
COMPANY, N.A.

By:  _____
Name: Daniel Stiles
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

None.



EXHIBIT B

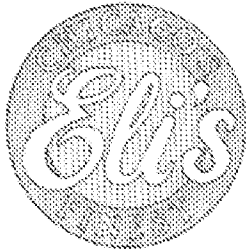

PATENTS



None.

EXHIBIT C

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
The Eli's Cheesecake Company	ELI'S SWEET IMPERFECTIONS	3/15/2021	6670145
The Eli's Cheesecake Company	MADE IN CHICAGO. LOVED EVERYWHERE.	1/4/2022	6608324
The Eli's Cheesecake Company	ELI'S CUBIES	4/20/2021	6329376
The Eli's Cheesecake Company	JUST THE CRUST	6/4/2019	5771155
The Eli's Cheesecake Company	POOKIE	6/4/2019	5770813
The Eli's Cheesecake Company	ELI'S CHEESECAKE CHICAGO (& Design) 	4/1/2014	4504525
The Eli's Cheesecake Company	ELI'S CHEESECAKE CUTIES	9/16/2008	3503067
The Eli's Cheesecake Company	ELI'S CHEESECAKE CHAMPAGNE TRUFFLE	12/19/2006	3187459
The Eli's Cheesecake Company	KEY LIME BREEZE	5/29/2007	3248073
The Eli's Cheesecake Company	CHEESECAKE COUTURE	3/20/2007	3220546
The Eli's Cheesecake Company	SKINNY ELI	5/26/2009	3628371
The Eli's Cheesecake Company	ELI'S CHEESECAKE CHICAGO (& Design) 	9/30/2008	3508177
The Eli's Cheesecake Company	ELI'S DIPPER	11/20/2001	2510403
The Eli's Cheesecake Company	CHEESECAKE DIPPERS	12/14/2004	2911401
The Eli's Cheesecake Company	ELI'S PICKUP	4/22/2003	2709880

Name of Grantor	Trademark	Registration Date	Registration Number
The Eli's Cheesecake Company	ELI'S CHICAGO STYLE CHEESECAKE	1/29/2002	2534743
The Eli's Cheesecake Company	C-CAKE	3/19/2002	2550683
The Eli's Cheesecake Company	THE ART OF CHEESECAKE	1/15/2002	2530446
The Eli's Cheesecake Company	ELI'S SENSATIONAL SLICES	2/26/2002	2543386
The Eli's Cheesecake Company	TOTALLY TURTLE	4/10/2001	2443360
The Eli's Cheesecake Company	ELI'S GLAMOUR CAKES	11/5/2002	2646281
The Eli's Cheesecake Company	ELI'S DIVAS	10/29/2002	2643439
The Eli's Cheesecake Company	ELI'S CHEESECAKE WORLD	2/24/1998	2139700
The Eli's Cheesecake Company	ELI'S CHICAGO'S FINEST (& Design)	11/26/1991	1665968
			
The Eli's Cheesecake Company	ELI'S 'SMOOSH'	9/18/1990	1614090
The Eli's Cheesecake Company	ELI'S	7/17/1984	1286268
The Eli's Cheesecake Company	ELI'S	6/12/1984	1281949
The Eli's Cheesecake Company	ELI'S CHICAGO STYLE CHEESECAKE	3/15/2022	UK00002282762
The Eli's Cheesecake Company	ELI'S	6/19/2013	WIPO Reg. 1167435
The Eli's Cheesecake Company	ELI'S CHEESECAKE CHICAGO (& Design)	11/21/2013	WIPO Reg. 1186975
			

Name of Grantor	Trademark	Registration Date	Registration Number
The Eli's Cheesecake Company	ELI'S	6/10/2013	WIPO 1165642
The Eli's Cheesecake Company	ELI'S	12/1/2014	NAPI 1071066
The Eli's Cheesecake Company	ELI'S CHEESECAKE CHICAGO (& Design) 	3/16/2015	NAPI 1075489
The Eli's Cheesecake Company	PIE IN THE SKY	8/15/2023	7141081
The Eli's Cheesecake Company	ELI'S CHICAGO CHEESECAKE (& Design) 	8/15/2023	7140847