

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838684

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LA MONTAGNE HOLDINGS, LLC		08/24/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEMCAP SOLUTIONS, LLC		
<b>Street Address:</b>	9901 I.H. 10 West, Suite 800		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78230		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2985500	BLACK PEARL	
<b>Registration Number:</b>	3674263	ENCHANTED MUSHROOM	
<b>Registration Number:</b>	5335579	LAB: KATRINA MARKOFF	
<b>Registration Number:</b>	4005175	MO'S	
<b>Registration Number:</b>	2970664	NAGA	
<b>Registration Number:</b>	4006299	PEACE, LOVE, AND CHOCOLATE	
<b>Registration Number:</b>	5116998	SUPER DARK ELIXIR	
<b>Registration Number:</b>	4517231	TRAVEL THE WORLD THROUGH CHOCOLATE	
<b>Registration Number:</b>	4018122	VOSGES	
<b>Registration Number:</b>	3566893	VOSGES	
<b>Registration Number:</b>	4124526	VOSGES HAUT CHOCOLAT	
<b>Registration Number:</b>	3855316	VOSGES HAUT-CHOCOLAT	
<b>Registration Number:</b>	5114631	VOSGES HAUT CHOCOLAT 13	
<b>Registration Number:</b>	5649481	WILD OPHELIA	
<b>Registration Number:</b>	4050772	WILD OPHELIA	
<b>Registration Number:</b>	5956301	WILD OPHELIA BY VOSGES HAUT-CHOCOLAT	
<b>Registration Number:</b>	2970663	WINK OF THE RABBIT	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 2985500

**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 800  
**Address Line 2:** GEMCAP SOLUTIONS, LLC  
**Address Line 4:** San Antonio, TEXAS 78230

<b>ATTORNEY DOCKET NUMBER:</b>	2117053
<b>NAME OF SUBMITTER:</b>	Michael Berens
<b>SIGNATURE:</b>	/Michael Berens/
<b>DATE SIGNED:</b>	09/12/2023

**Total Attachments: 17**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 24, 2023 (this "Agreement"), made by LA MONTAGNE HOLDINGS, LLC, a Delaware limited liability company with a principal place of business at 2950 North Oakley Ave., Chicago, IL 60618 ("Grantor"), in favor of GEMCAP SOLUTIONS, LLC, a Delaware limited liability company with offices at 9901 I.H. 10 West, Suite 800, San Antonio, TX 78230 (together with its successors and assigns, "Lender").

### RECITALS

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the "Trademarks"); 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; 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 and during the continuance 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 Trademarks are more fully set forth in the Loan

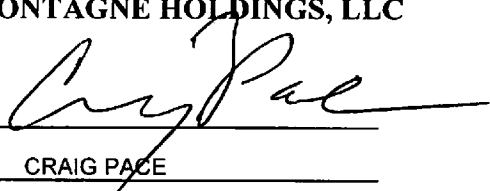
Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, effective upon the occurrence and during the continuance of an Event of Default, 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, from time to time in Lender's sole discretion, 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. 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.

**LA MONTAGNE HOLDINGS, LLC**

By: 

Name: CRAIG PACE

Title: CHIEF FINANCIAL OFFICER

**ACCEPTED AND AGREED:**

**LENDER:**

**GEMCAP SOLUTIONS, LLC**

By: \_\_\_\_\_  
David Ellis, Co-President

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

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

**LA MONTAGNE HOLDINGS, LLC**

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

Name: \_\_\_\_\_

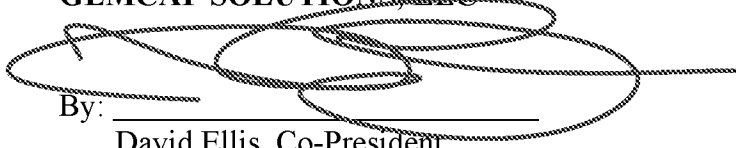
Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**LENDER:**

**GEMCAP SOLUTIONS, LLC**

By: \_\_\_\_\_  
David Ellis, Co-President




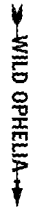
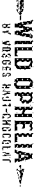


[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

**EXHIBIT 1**

**Trademarks**



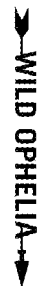
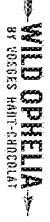
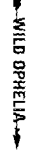
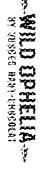
[See Attached]

SCHEDULE 1  
 VOSGES IP, LLC  
 Portfolio as of August 2, 2022


IP Office	Mark	Class No.	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status
Canada (CPO)	VOSGES	30	1481540	05/18/2010	TMA834437	10/16/2012	VOSGES IP, LLC	Registered (15 year deadline)
China (CNIPA)	Vosges Haut-Chocolat + design 	30	7686774	09/10/2009	7686774	02/21/2011	VOSGES IP, LLC	Registered and renewed
China (CNIPA)	WILD OPHELIA and Design 	30	A0107892	04/20/2021	1600829	04/20/2021	VOSGES IP, LLC	Registered IR Extension
China (CNIPA)	WILD OPHELIA BY VOSGES HAUT-CHOCOLAT and Design 	30	A0107893	04/20/2021	1598814	04/20/2021	VOSGES IP, LLC	Registered IR
European Union (EUIPO)	VOSGES	30	1031836	08/17/2009	1031836	08/17/2009	VOSGES IP, LLC	Registered IR Extension
Japan (JPO)	WILD OPHELIA and Design 	30	A0107892	04/20/2021			VOSGES IP, LLC	Pending-Response to Provisional Refusal filed
Japan (JPO)	WILD OPHELIA BY VOSGES HAUT-CHOCOLAT and Design 	30	A0107893	04/20/2021			VOSGES IP, LLC	Pending-Response to Provisional Refusal filed
Macau (IP Office)	VOSGES	30	N/174889	10/30/2020	N/174889	03/26/2021	VOSGES IP, LLC	Registered





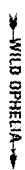

VOSGES IP, LLC  
 Portfolio as of August 2, 2022

IP Office	Mark	Class No.	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status
Macau (IP Office)	 VOSGES HAUT-CHOCOLAT (and Design B/W)	30	N/174890	10/30/2020	N/174890	03/26/2021	VOSGES IP, LLC	Registered
Mexico (IMPI)	 VOSGES	30	0119851101914	07/05/2010	1220708	06/01/2011	VOSGES IP, LLC	Registered (Granted June 27, 1991 - Aug. 10, 2018)
South Korea (KIPO)	VOSGES	30	1031836	08/17/2009	1031836	08/17/2009	VOSGES IP, LLC	Registered
South Korea (KIPO)	WILD OPHELIA and Design 	30	A0107892	04/20/2021			VOSGES IP, LLC	Pending-filed
South Korea (KIPO)	WILD OPHELIA BY VOSGES HAUT-CHOCOLAT and Design 	30	A0107893	04/20/2021			VOSGES IP, LLC	Pending-Provisional Refusal Received
Taiwan (TIPO)	WILD OPHELIA 	30	110037256	05/26/2021			VOSGES IP, LLC	Pending
Taiwan (TIPO)	WILD OPHELIA BY VOSGES HAUT-CHOCOLAT 	30	110037255	05/26/2021	002221882	05/16/2022	VOSGES IP, LLC	Registered
United Kingdom (UKIPO)	VOSGES	30	1031836	08/17/2009	UK00901031836	08/17/2009	VOSGES IP, LLC	Registered (Post October 31, 1994)

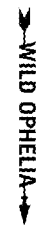
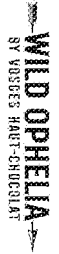
VOSGES IP, LLC  
 Portfolio as of August 2, 2022

IP Office	Mark	Class No.	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status
United States (USPTO)	BLACK PEARL	30	78438234	06/20/2004	2985500	08/16/2005	VOSGES IP, LLC	Registered and renewed
United States (USPTO)	ENCHANTED MUSHROOM	30	77557274	08/27/2008	3674263	08/25/2009	VOSGES IP, LLC	Registered and renewed
United States (USPTO)	LAB: KATRINA MARKOFF	30	87975569	09/19/2016	5335579	11/14/2017	VOSGES IP, LLC	Registered - Principal Register
United States (USPTO)	MO'S	30	85127172	09/10/2010	4005175	08/02/2011	VOSGES IP, LLC	Registered and renewed
United States (USPTO)	NAGA	30	78438210	06/20/2004	2970664	07/19/2005	VOSGES IP, LLC	Registered and renewed
United States (USPTO)	PEACE, LOVE, AND CHOCOLATE	30	85238517	02/10/2011	4006299	08/02/2011	VOSGES IP, LLC	Registered and renewed
United States (USPTO)	SUPER DARK ELIXIR	30	86739817	08/27/2015	5116998	01/10/2017	VOSGES IP, LLC	Registered - Principal Register
United States (USPTO)	TRAVEL THE WORLD THROUGH CHOCOLATE	30	85902141	04/11/2013	4517231	04/22/2014	VOSGES IP, LLC	Section 8 and 15 declarations accepted
United States (USPTO)	VOSGES 	30	85074458	06/30/2010	4018122	08/30/2011	VOSGES IP, LLC	Registered and renewed

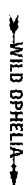
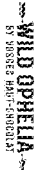
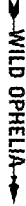
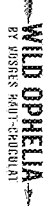
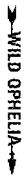
VOSGES IP, LLC  
 Portfolio as of August 2, 2022

IP Office	Mark	Class No.	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status
United States (USPTO)	VOSGES	25, 30, 41	77457696	04/25/2008	3566893	01/27/2009	VOSGES IP, LLC	Section 8 declaration accepted
United States (USPTO)	VOSGES HAUT CHOCOLAT	30	85313934	05/06/2011	4124526	04/10/2012	VOSGES IP, LLC	Section 8 and 15 declarations accepted
								
United States (USPTO)	VOSGES HAUT-CHOCOLAT	30	77289556	09/26/2007	3855316	10/05/2010	VOSGES IP, LLC	Registered and renewed
United States (USPTO)	VOSGES HAUT CHOCOLAT 13	30	87078928	06/21/2016	5114631	01/03/2017	VOSGES IP, LLC	Registered - Principal Register
								
United States (USPTO)	WILD OPHELIA	30	86590060	04/07/2015	5649481	01/08/2019	VOSGES IP, LLC	Registered - Principal Register
								
United States (USPTO)	WILD OPHELIA	30	85206180	12/27/2010	4050772	11/01/2011	VOSGES IP, LLC	Registered and renewed
United States (USPTO)	WILD OPHELIA BY VOSGES HAUT-CHOCOLAT	30	87834266	03/14/2018	5956301	01/07/2020	VOSGES IP, LLC	Registered - Principal Register
								
United States (USPTO)	WINK OF THE RABBIT	30	78438207	06/20/2004	2970663	07/19/2005	VOSGES IP, LLC	Registered and renewed
WIPO (WIPO Madrid)	VOSGES	30	1031836	08/17/2029	1031836	08/17/2009	VOSGES IP, LLC	Registered


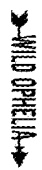
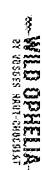
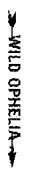
VOSGES IP, LLC  
 Portfolio as of August 2, 2022

IP Office	Mark	Class No.	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status
WIPO (WIPO Madrid)	WILD OPHELIA and Design 	30	A0107892	04/20/2021	1600829	04/20/2021	VOSGES IP, LLC	Registered
WIPO (WIPO Madrid)	WILD OPHELIA BYVOSGES HAUT-CHOCOLAT and Design 	30	A0107893	04/20/2021	1598814	04/20/2021	VOSGES IP, LLC	Registered



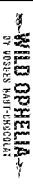
WILD OPHELIA  
Portfolio as of August 2 2022

IP Office	Mark	Class/Description	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status
China (CNIPA)	WILD OPHELIA and Design 	030 - Specialty confectionery products, namely, peanut butter cups; Specialty confectionery products, namely, specialty chocolates, chocolate bars, chocolate covered nuts, chocolate covered fruit; tortilla chips; grain-based snack foods	A0107892	04/20/2021	1600829	04/20/2021	VOSGES IP, LLC	Registered IR Extension
China (CNIPA)	WILD OPHELIA BY VOSGES HAUT-CHOCOLAT and Design 	030 - Specialty confectionery products, namely, specialty chocolates, chocolate bars, peanut butter cups, chocolate truffles, coffee-based snack foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, cakes, toffees, brittles, caramels, bonbons, brownies, cookies, chocolate covered fruits and nuts, chocolates containing fruits and nuts; Specialty confectionery products in the nature of chocolate collections comprised primarily of chocolates, chocolate truffles, peanut butter cups, coffee-based snack foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, tortilla chips; grain-based snack foods	A0107893	04/20/2021	1598814	04/20/2021	VOSGES IP, LLC	Registered IR
Japan (JPO)	WILD OPHELIA and Design 	030 - Specialty confectionery products, namely, peanut butter cups; Specialty confectionery products, namely, specialty chocolates, chocolate bars, chocolate covered nuts, chocolate covered fruit; tortilla chips; grain-based snack foods	A0107892	04/20/2021			VOSGES IP, LLC	Pending-Response to Provisional Refusal filed
Japan (JPO)	WILD OPHELIA BY VOSGES HAUT-CHOCOLAT and Design 	030 - Specialty confectionery products, namely, specialty chocolates, chocolate bars, peanut butter cups, chocolate truffles, coffee-based snack foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, cakes, toffees, brittles, caramels, bonbons, brownies, cookies, chocolate covered fruits and nuts, chocolates containing fruits and nuts; Specialty confectionery products in the nature of chocolate collections comprised primarily of chocolates, chocolate truffles, peanut butter cups, coffee-based snack foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, tortilla chips; grain-based snack foods	A0107893	04/20/2021			VOSGES IP, LLC	Pending-Response to Provisional Refusal filed
South Korea (KIPO)	WILD OPHELIA and Design 	030 - Specialty confectionery products, namely, peanut butter cups; Specialty confectionery products, namely, specialty chocolates, chocolate bars, chocolate covered nuts, chocolate covered fruit; tortilla chips; grain-based snack foods	A0107892	04/20/2021			VOSGES IP, LLC	Pending-Filed

WILD OPHELIA  
Portfolio as of August 2 2022

IP Office	Mark	Class/Description	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status
South Korea (KIPO)	WILD OPHELIA BY VOSGES HAUT- CHOCOLAT and Design  	030 - Specialty confectionery products, namely, specialty chocolates, snack bars, peanut butter cups, chocolate truffles, cold-brew coffee foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, cakes, toffees, brittles, caramels, bonbons, brownies, cookies, chocolate covered fruits and nuts, chocolates containing fruits and nuts; Specialty confectionery products in the nature of chocolate collections comprised primarily of chocolates, chocolate truffles, peanut butter cups, coffee-based snack foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, and chocolate cold-brew coffee bites, toffees, brittles, caramels, bonbons, and chocolate bars	AA0107893	04/20/2021			VOSGES IP, LLC	Pending-Provisional Refusal Received
Taiwan (TIPO)	WILD OPHELIA  	030 - Specialty confectionery products, namely, peanut butter cups; Specialty confectionery products, namely, specialty chocolates, chocolate bars, chocolate covered nuts, chocolate covered fruit; tortilla chips; grain-based snack foods	110037256	05/26/2021			VOSGES IP, LLC	Pending
Taiwan (TIPO)	WILD OPHELIA BY VOSGES HAUT- CHOCOLAT  	030 - Confectionery products, namely, chocolates, chocolate bars, peanut butter cups, chocolate truffles; coffee-based confectionery products, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, cakes, toffees, brittles, caramels, bonbons, brownies, cookies, chocolate covered fruits and nuts, chocolates containing dried fruits and nuts; chocolate collections	110037255	05/26/2021	002221882	05/16/2022	VOSGES IP, LLC	Registered
United States (USPTO)	WILD OPHELIA  	030 - Specialty confectionery products, namely, peanut butter cups; Specialty confectionery products, namely, specialty chocolates, chocolate bars, chocolate covered nuts, chocolate covered fruit; tortilla chips; grain-based snack foods First use: 1/19/2015 Use in commerce: 1/19/2015	86590060	04/07/2015	5649481	01/08/2019	VOSGES IP, LLC	Registered - Principal Register
United States (USPTO)	WILD OPHELIA	030 - Specialty confectionery products, namely, specialty chocolates, chocolate bars, and chocolate truffles First use: 7/5/2010 Use in commerce: 8/25/2011	85206180	12/27/2010	4050772	11/01/2011	VOSGES IP, LLC	Registered and renewed

WILD OPHELIA  
Portfolio as of August 2 2022

IP Office	Mark	Class/Description	App. No.	App. Date	Reg. No.	Reg. Date	Owner	Status
United States (USPTO)	 <p>WILD OPHELIA BY VOSGES HAUT-CHOCOLAT</p>	030 - Specialty confectionery products, namely, specialty chocolates, snack foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, cakes, toffees, brittles, caramels, bonbons, brownies, cookies, chocolate covered fruits and nuts, chocolates containing fruits and nuts; Specialty confectionery products in the nature of chocolate collections comprised primarily of chocolates, chocolate truffles, peanut butter cups, coffee-based snack foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, and chocolate cold-brew coffee bites, toffees, brittles, caramels, bonbons, and chocolate bars First use: 5/1/2018 Use in commerce: 5/1/2018	87834266	03/14/2018	5959301	01/07/2020	VOSGES IP, LLC	Registered - Principal Register
WIPO (WIPO Madrid)	 <p>WILD OPHELIA and Design</p>	030 - Specialty confectionery products, namely, peanut butter cups; Specialty confectionery products, namely, specialty chocolates, chocolate bars, chocolate covered nuts, chocolate covered fruit; tortilla chips; grain-based snack foods	A0107892	04/20/2021	1600829	04/20/2021	VOSGES IP, LLC	Registered
WIPO (WIPO Madrid)	 <p>WILD OPHELIA BY VOSGES HAUT-CHOCOLAT and Design</p>	030 - Specialty confectionery products, namely, specialty chocolates, chocolate bars, peanut butter cups, chocolate truffles, coffee-based snack foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, cakes, toffees, brittles, caramels, bonbons, brownies, cookies, chocolate covered fruits and nuts, chocolates containing fruits and nuts; Specialty confectionery products in the nature of chocolate collections comprised primarily of chocolates, chocolate truffles, peanut butter cups, coffee-based snack foods, namely, coffee bites, chocolate coffee bites, cold-brew coffee bites, and chocolate cold-brew coffee bites, toffees, brittles, caramels, bonbons, and chocolate bars	A0107893	04/20/2021	1598814	04/20/2021	VOSGES IP, LLC	Registered

## EXHIBIT A

### ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of \_\_\_\_\_, 202\_ made by LA MONTAGNE HOLDINGS, LLC, a Delaware limited liability company with a principal place of business at 2950 North Oakley Ave., Chicago, IL 60618 ("Assignor").

#### RECITALS:

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

**WHEREAS**, Assignor and GemCap Solutions, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of August 24, 2023 (as from time to time amended or supplemented, the "Loan Agreement"; 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 Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

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

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.



2. Filing and Recordation. 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 Trademark Assignment as of the date first above written.

**ASSIGNOR:**

**LA MONTAGNE HOLDINGS, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Trademark Security Assignment – La Montagne]

**EXHIBIT 1**

**Trademarks**

[See Attached]