

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CANDY CLUB, LLC		10/23/2023	Limited Liability Company: CALIFORNIA
CANDY CLUB HOLDINGS, INC.		10/23/2023	Corporation: DELAWARE
CANDY CLUB INVESTMENT, LLC		10/23/2023	Limited Liability Company: TEXAS
CANDY CLUB ACQUISITION, LLC		10/23/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	INDUSTRIAL FUNDING GROUP, INC.
Street Address:	13848 Ventura Blvd.
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91423
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5738937	CANDY CLUB
Registration Number:	5268183	CANDY CLUB
Serial Number:	97761256	CANDY CLUB
Serial Number:	97761245	CANDY CLUB
Serial Number:	97005236	WE MAKE HAPPY HAPPEN

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: 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

OP \$140.00 5738937

Address Line 4: San Antonio, TEXAS 78230

ATTORNEY DOCKET NUMBER: 2156452

NAME OF SUBMITTER: Michael Berens

SIGNATURE: /s/ Michael Berens

DATE SIGNED: 10/24/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 23, 2023 (this “Agreement”), made by CANDY CLUB, LLC, a California limited liability company with a principal place of business located at 10736 Jefferson Boulevard, #325, Culver City, California 90230, CANDY CLUB HOLDINGS, INC., a Delaware corporation with a principal place of business located at 10736 Jefferson Boulevard, #325, Culver City, California 90230, CANDY CLUB INVESTMENT, LLC, a Texas limited liability company with a principal place of business located at 7 Switchbud Place, Suite 192-166, The Woodlands, Texas 77380, and CANDY CLUB ACQUISITION, LLC a Delaware limited liability company with a principal place of business located at 10736 Jefferson Boulevard, #325, Culver City, California 90230, jointly and severally (“Grantor”), in favor of INDUSTRIAL FUNDING GROUP, INC., a California corporation with offices at 13848 Ventura Blvd., Sherman Oaks, CA 91423 (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 Debtor-in-Possession 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; provided that no security interest is granted in any Excluded Collateral; 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 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 Trademark 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, 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, upon the occurrence of, and during the continuance of, an Event of Default under the Loan Agreement and following written notice by the Lender to the Grantor, 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 upon the occurrence of an Event of Default. 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.

CANDY CLUB, LLC

By: Keith Cohen
Name: Keith Cohen
Title: CEO

CANDY CLUB HOLDINGS, INC.

By: Keith Cohen
Name: Keith Cohen
Title: CEO

CANDY CLUB INVESTMENT, LLC

By: Keith Cohen
Name: Keith Cohen
Title: CEO

CANDY CLUB ACQUISITION, LLC

By: Keith Cohen
Name: Keith Cohen
Title: CEO

ACCEPTED AND AGREED:

LENDER:

INDUSTRIAL FUNDING GROUP, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

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

CANDY CLUB, LLC

By: _____

Name: _____

Title: _____

CANDY CLUB HOLDINGS, INC.

By: _____

Name: _____

Title: _____

CANDY CLUB INVESTMENT, LLC

By: _____

Name: _____

Title: _____

CANDY CLUB ACQUISITION, LLC

By: _____


Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

INDUSTRIAL FUNDING GROUP, INC.

By:  _____
Name: *Anthony P. Arons*
Title: *President*

[SIGNATURE PAGE --TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1**Trademarks**

APPLICATION NUMBER	REG NUMBER / SERIAL NUMBER	COUNTRY NAME	MARK / TITLE	DATE FILED	PUB DATE	REG DATE	OWNER
	5738937 / 88098200	United States	CANDY CLUB	08/29/2018	02/12/2019	04/30/2019	CANDY CLUB, LLC
	5268183 / 87346229	United States	CANDY CLUB	2/22/2017		08/15/2017	CANDY CLUB, LLC
97761256		United States	CANDY CLUB	01/19/2023			CANDY CLUB, LLC
97761245		United States	CANDY CLUB	01/19/2023			CANDY CLUB, LLC
97005236		United States	WE MAKE HAPPY HAPPEN	08/31/2021	07/19/2022		CANDY CLUB, LLC

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 202_ made by CANDY CLUB, LLC, a California limited liability company with a principal place of business located at 10736 Jefferson Boulevard, #325, Culver City, California 90230, CANDY CLUB HOLDINGS, INC., a Delaware corporation with a principal place of business located at 10736 Jefferson Boulevard, #325, Culver City, California 90230, CANDY CLUB INVESTMENT, LLC, a Texas limited liability company with a principal place of business located at 7 Switchbud Place, Suite 192-166, The Woodlands, Texas 77380, and CANDY CLUB ACQUISITION, LLC a Delaware limited liability company with a principal place of business located at 10736 Jefferson Boulevard, #325, Culver City, California 90230, jointly and severally ("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, as successor and assign to Industrial Funding Group, Inc. ("Lender") are parties to that certain Loan and Security Agreement, dated as of October 23, 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 Trademarks 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 Trademarks and Patents 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.

3. 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 Assignment of Trademarks as of the date first above written.

ASSIGNOR:

CANDY CLUB, LLC

By: _____
Name: _____
Title: _____

CANDY CLUB, HOLDINGS, INC.

By: _____
Name: _____
Title: _____

CANDY CLUB INVESTMENT, LLC

By: _____
Name: _____
Title: _____

CANDY CLUB ACQUISITION, LLC

By: _____
Name: _____
Title: _____

[Signature Page – Assignment of Trademarks]

EXHIBIT 1

Trademarks

APPLICATION NUMBER	REG NUMBER / SERIAL NUMBER	COUNTRY NAME	MARK / TITLE	DATE FILED	PUB DATE	REG DATE	OWNER
	5738937 / 88098200	United States	CANDY CLUB	08/29/2018	02/12/2019	04/30/2019	CANDY CLUB, LLC
	5268183 / 87346229	United States	CANDY CLUB	2/22/2017		08/15/2017	CANDY CLUB, LLC
97761256		United States	CANDY CLUB	01/19/2023			CANDY CLUB, LLC
97761245		United States	CANDY CLUB	01/19/2023			CANDY CLUB, LLC
97005236		United States	WE MAKE HAPPY HAPPEN	08/31/2021	07/19/2022		CANDY CLUB, LLC