

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finest Brands, Inc.		11/09/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DPI, Inc.		
Street Address:	900 North 23rd Street		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63106		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1561916	MEMOREX	
Registration Number:	1686110	MEMOREX	
Registration Number:	2599345	MEMOREX	
Registration Number:	2748810	IS IT LIVE OR IS IT MEMOREX?	
Registration Number:	3917502	MEMOREX	
Registration Number:	4534121	MEMOREX LIVE	
Registration Number:	1557540	MEMOREX	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>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.</i>			
Phone:	13145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Matthew J. Himich		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		
DATE SIGNED:	11/09/2023		

CH \$190.00 1561916

Total Attachments: 5

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EXHIBIT A

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (“**Agreement**”) is made as of November 9, 2023 (the “**Effective Date**”) by Finest Brands, a California corporation (“**Grantor**”), in favor of DPI, Inc., a Missouri corporation (“**DPI**”).

WITNESSETH:

WHEREAS, Grantor and DPI have entered into that certain Security Agreement, dated as of the Effective Date (as amended, modified or supplemented from time to time, the “**Security Agreement**”), pursuant to which Grantor granted DPI a security interest in certain assets of Grantor, including, without limitation, the Trademark Collateral (as defined below); and

WHEREAS, in connection with the Security Agreement, Grantor and DPI desire to enter into this Agreement for purposes of recording the security interest in the Trademark Collateral (as defined below) with the PTO.

NOW, THEREFORE, in consideration of the premises set forth herein and intending to be legally bound hereby, Grantor agrees to the following:

1. Defined Terms. For purposes of this Agreement, capitalized terms specifically defined herein shall have the meaning specified herein. Other terms that are capitalized but not specifically defined in this Agreement shall have the meanings set forth in the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants to DPI a security interest in and to all of the Grantor’s right, title and interest in and to and the Collateral, including but not limited to the U.S. and Canadian trademark registrations set forth on Schedule A, attached hereto and made a part hereof, and any renewals thereof together with all of the goodwill of the business symbolized thereby, and including, without limitation and for clarity, right to initiate suit and obtain damages and attorneys’ fees and other forms of relief, both legal and equitable, arising from infringement of the foregoing and all income, damages and payments now and hereafter due or payable with respect thereto (collectively, the “**Trademark Collateral**”). The grant of the security interest in the Trademark Collateral is expressly subject and junior to the First Permitted Security Interest in favor of Senior Lender and expressly subject to the terms and conditions of the Subordination Agreement in favor of Senior Lender.

4. Security Agreement. The Agreement is made and granted in conjunction with the Security Agreement, and Grantor and DPI hereby acknowledge and agree that the rights and remedies of Grantor and DPI with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. Nothing contained herein shall be deemed to modify, amend, terminate or waive any of the terms and conditions of the Security Agreement.

5. Further Assurances. Grantor agrees that from and after the date of this Agreement Grantor will promptly execute, deliver, file and record all further instruments, endorsements and other documents, as are necessary for the perfection of the security interest of DPI hereunder.

6. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the state of Delaware without regards to any conflict of laws principles that would require the application of the law of another state.

7. Counterparts. This Agreement may be executed in counterparts, with the same effect as if they had signed the same document. Any such counterpart may be executed and delivered by .pdf or other electronically recorded copy (including a .pdf file), all with the same force and effect as if the same were a manually executed and delivered original counterpart. Each counterpart shall be deemed to be an original, and all counterparts shall be construed together and shall constitute one instrument, and the signature page from any counterpart may be attached to another counterpart to form a complete agreement.

[SIGNATURES ON FOLLOWING PAGE]

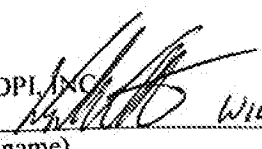
IN WITNESS WHEREOF, each of the undersigned has duly executed this Grant Of Security Interest In Trademarks as of the Effective Date.

By: _____
FINEST BRANDS, INC.

(name)

(title)

(date)

By: _____
DPI, INC.
 WILLIAM PETZEL

(name)
CEO

(title)
November 9, 2023

(date)

SCHEDULE A

Trademark Collateral

Country	Mark Name	Status	Application Number	Filed Date	Registration Number	Registration Date
United States of America	IS IT LIVE OR IS IT MEMOREX?	Registered	78/098463	2001-12-14	2748810	2003-08-05
United States of America	MEMOREX	Registered	73/762074	1988-11-07	1557540	1989-09-26
United States of America	MEMOREX	Registered	73/762075	1988-11-07	1561916	1989-10-24
United States of America	MEMOREX	Registered	74/062808	1990-05-25	1686110	1992-05-12
United States of America	MEMOREX	Registered	76/250352	2001-05-01	2599345	2002-07-23
United States of America	MEMOREX (stylized and/or with design)	Registered	77/580162	2008-09-26	3917502	2011-02-08
United States of America	MEMOREX LIVE	Registered	85/647367	2012-06-08	4534121	2014-05-20
Canada	EEMOREX	Registered	1069913	2000-08-04	TMA564620	2002-07-12
Canada	EEMOREX.COM	Registered	1069914	2000-08-04	TMA566039	2002-08-20
Canada	IS IT LIVE OR IS IT MEMOREX?	Registered	1134212	2002-03-14	TMA674496	2006-10-10
Canada	M AND HALO Design	Registered	1131356	2002-02-18	TMA673999	2006-10-03
Canada	MEMOREX	Registered	322836	1969-05-29	TMA181108	1972-02-04
Canada	MEMOREX	Registered	728691	1993-05-11	TMA495643	1998-06-03
Canada	MEMOREX & Halo Design	Registered	1131357	2002-02-18	TMA598581	2004-01-06
Canada	MEMOREX (stylized and/or with design)	Registered	1438235	2009-05-14	TMA796086	2011-04-21