

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867636

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900825818		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YaYa's Garden LLC		01/03/2024	Limited Liability Company: VIRGIN ISLANDS, U.S.
RECEIVING PARTY DATA			
Name:	Berkshire Bank		
Street Address:	One Van de Graaff Drive		
Internal Address:	Suite 202		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Banking Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5853455	YAYA'S	
Registration Number:	5853456	YAYA'S GARDEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617.742.4200		
Email:	jtm@riw.com		
Correspondent Name:	Christopher J. Lhulier, Esq.		
Address Line 1:	255 State Street		
Address Line 2:	7th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Christopher J. Lhulier, Esq.		
SIGNATURE:	/s/ Christopher J. Lhulier		
DATE SIGNED:	01/11/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

3. This Intellectual Property Security Agreement (this "**Agreement**") is made as of January 3, 2024 by and between YaYa's Garden LLC, a U.S. Virgin Islands limited liability company having an address and principal place of business located at 6 King Street, Christiansted, United States Virgin Islands, 00820 (the "**New Borrower**"), and Berkshire Bank, a Massachusetts banking corporation (hereinafter called the "**Lender**"). in connection with the Notes and the Loan Agreement (each as defined below).

WHEREAS, on or about August 3, 2022, Royal Food Import Corporation, a Massachusetts corporation ("**Royal**") and Tuthill Corporation, a U.S. Virgin Islands corporation ("**Tuthill**", and together with Royal, collectively the "**Existing Borrowers**" and collectively with the New Borrower, the "**Borrowers**") and the Lender entered into that certain Amended and Restated Loan and Security Agreement (All Assets) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, the Borrowers and Lender are parties to a certain Joinder Agreement of even date herewith, pursuant to which the New Borrower shall join and become a Borrower under the Loan Agreement and each other loan document to which the Existing Borrowers are a party (the "**Loan Documents**");

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Purpose. This Agreement is granted by the New Borrower in favor of the Lender in connection with and to secure the Loan Agreement, a certain Amended and Restated Revolving Note in the maximum principal amount of \$15,000,000.00 dated January 31, 2023 issued by the Borrowers to the Lender, and a certain Secured Term Note in the original principal amount of \$480,000.00 dated February 13, 2019 issued by the Borrowers to the Lender (as each may be amended, restated, modified or replaced from time to time, collectively the "**Notes**"). Capitalized terms not defined in this Agreement have the meanings set forth under the Loan Agreement.

2. Grant of Security Interest. The New Borrower hereby grants to Lender, a continuing security interest in the "**Collateral**" described in Section 3 below to secure the payment of the Notes and all other loans and advances from Lender to the Borrowers, and other debts, obligations and liabilities of the Borrowers to Lender of any nature whatsoever, in each case arising under the Notes, the Loan Agreement (including all renewals, modifications and extensions thereof) or any other Loan Document, including, without limitation all interest, costs, expenses, and reasonable and documented attorneys' fees, which are incurred by Lender in the disbursement, administration, and collection of such amounts, and in the protection, maintenance, and liquidation of the Collateral (collectively, "**Liabilities**"). This Agreement shall be and become effective when, and continue in effect as long as any Liabilities of the Borrowers to Lender are outstanding and unpaid.

3. Collateral. "**Collateral**" means:

3.1 All United States copyrights and mask works, whether or not registered, and all applications for registration of all copyrights and mask works, including, but not limited to all copyrights and mask works, and all applications for registration of all copyrights and mask works identified in **Schedule A** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Copyright Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (c) all rights corresponding thereto and all modifications, adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of the New Borrower accruing thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the Copyrights, including, without limitation, the license agreements listed on **Schedule A** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Copyrights and Copyright Licenses being, collectively, "**Copyrights**");

3.2 All United States letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified in **Schedule B** attached hereto and made a part hereof, and including without limitation (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the New Borrower accruing thereunder or pertaining thereto; and all license agreements with any other person in connection with any of the Patents, including, without limitation, the license agreements listed on **Schedule B** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Patents and Patent Licenses being, collectively, the "**Patents**");

3.3 All United States trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in **Schedule C** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto in the United States and all other rights of any kind whatsoever of the New Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin; and all license agreements with any other person in

connection with any of the Trademarks, including, without limitation, the license agreements listed on **Schedule C** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses (Trademarks and Trademark Licenses being, collectively, the "**Trademarks**"); and

3.4 Any and all proceeds of any of the rights included above and any and all claims for damages by way of past, present and future infringement 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.

4. Security Agreement. This Agreement has been executed and delivered by the New Borrower for the purpose of registering the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and/or Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, (i) the security interest granted to the Lender under the Loan Agreement, as security for the discharge and performance of similar Liabilities, and (ii) the security interest granted to the Lender by the Existing Borrower under that certain Intellectual Property Security Agreement dated as of September 13, 2023. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

5. Waiver. The New Borrower waives all defenses and setoffs which could hinder or reduce the obligations of the Borrowers under this Agreement. In addition, and solely after the occurrence and during the continuance of an Event of Default, except as expressly prohibited by law, the New Borrower waives any right it may have to require Lender to give notice of the details of any public or private sale of personal property security held from the New Borrower or pursue any remedy available to Lender.

6. Event of Default.

6.1 An event of default shall exist as defined under the Loan Agreement ("**Event of Default**").

6.2 Upon the occurrence of an Event of Default, the Loan Agreement and the Notes and all other Liabilities may (notwithstanding any provisions thereof) at the option of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable, and the Lender may exercise from time to time any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The New Borrower agrees, in case of an Event of Default, to assemble, at its expense, all of the Collateral at a convenient place acceptable to the Lender and to pay all costs of Lender of collection of the Notes and all other Liabilities, and enforcement of rights hereunder, including reasonable and documented attorneys' fees and legal expenses, including participation in bankruptcy proceedings, and expenses of locating the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if sent at least seven days before such disposition, postage prepaid,

addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of the Lender.

6.3 THE NEW BORROWER AGREES THAT THE LENDER SHALL, IN THE EVENT OF ANY EVENT OF DEFAULT, HAVE THE RIGHT TO PEACEFULLY TAKE POSSESSION OF ANY OF THE COLLATERAL. THE NEW BORROWER WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.

7. General.

7.1 This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any applicable principles of conflicts of laws. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Lender hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding on all assigns and successors of the New Borrower.

7.2 The New Borrower may not assign its rights and obligations under this Agreement without the Lender's prior written consent.

7.3 THE LENDER AND THE NEW BORROWER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, LENDER AND THE COMPANY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

[Signature Pages Follow]

The parties have executed this Intellectual Property Security Agreement as of the date first written above.

NEW BORROWER:

LENDER:

YAYA'S GARDEN LLC

BERKSHIRE BANK

By: Collin Tuthill
Collin Tuthill, Manager

By: Brian Roach
Brian Roach, Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Copyrights

NONE.

SCHEDULE B

U.S. Patents

NONE.

SCHEDULE C

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
YAYA'S	5853455	09/03/2019
YAYA'S GARDEN	5853456	09/03/2019

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