

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI32715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Columbus Brands, LLC a/k/a Columbus Brands		01/29/2024	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Merchant Factors Corp.		
Street Address:	1441 Broadway, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3287724	SMOOTH OPERATOR	
Registration Number:	3287725	CRUNCH TIME	
Registration Number:	3287726	THE HEAT IS ON	
Registration Number:	3289797	WHITE CHOCOLATE WONDERFUL	
Registration Number:	3400921	PEANUT BUTTER & CO	
Registration Number:	3448687	MIGHTY MAPLE	
Registration Number:	3448688	THE BEE'S KNEES	
Registration Number:	3549239		
Registration Number:	3954560	WAFFLEWICH	
Registration Number:	3954960	PEANUT BUTTER BLISS	
Registration Number:	4377057	PIXIE	
Registration Number:	5340032	SIMPLY SMOOTH	
Registration Number:	5636782	WHITE CHOCOLATEY WONDERFUL	
Registration Number:	5636784	DARK CHOCOLATEY DREAMS	
Registration Number:	5744969	SIMPLY CRUNCHY	
Registration Number:	5860455	PEANUT BUTTER & CO	
Registration Number:	5785861	PEANUT BUTTER & CO	
Serial Number:	98050215	PEANUT BUTTER & CO	
Serial Number:	98050219	PEANUT BUTTER & CO	

OP \$490.00.00 77054495

CORRESPONDENCE DATA**Fax Number:** 2146154151*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:** (214)615-4147**Email:** cboyd@musgrovelaw.com**Correspondent Name:** Ms. Cami L Boyd**Address Line 1:** 10000 N. Central Exprwy, Suite 1000**Address Line 4:** Dallas, TEXAS 75231**NAME OF SUBMITTER:** CAMI BOYD**SIGNATURE:** CAMI BOYD**DATE SIGNED:** 02/16/2024**Total Attachments: 22**

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UCC FINANCING STATEMENT

202056

2024 FEB -7 PM 4:30

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Name: Wollers Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address) 21269 - KLESTADT & WINTERS J

Lien Solutions 97226468
 P.O. Box 29071
 Glendale, CA 91209-9071 NYNY

File with: Secretary of State, NY

Drawdown #30

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 Columbus Brands LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 119 West 57th Street, Suite 300 New York NY 10019 USA

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
 LLC NY NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
 Columbus Brands

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 119 West 57th Street, Suite 300 New York NY 10019 USA

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 LLC NY NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 Merchant Factors Corp.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1441 Broadway, 17th Floor New York NY 10018 USA

4. This FINANCING STATEMENT covers the following collateral:

Debtor's Intellectual Property including, without limitation, all of Debtor's trademarks, whether registered or unregistered, and specifically including Debtor's U.S. trademark registrations/applications as specifically listed and set forth on the attached Exhibit "A"

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR SALEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 97226468

FILING NUMBER: 202402070042109

TRADEMARK REEL: 008346 FRAME: 0941



STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA, 99 WASHINGTON AVENUE
ALBANY, NY 12231-0001

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

FILING ACKNOWLEDGMENT

February 9, 2024

RETURN TO CUSTOMER SERVICE COUNTER

DELANEY CORPORATE SERVICES LTD.
99 WASHINGTON AVENUE, SUITE 805A
ALBANY NY 12207-0000

Attached is the acknowledgment copy of your recently submitted filing. This filing consists of a total of 21 pages; however, only the first page of the filed document is returned as part of this acknowledgment. This document has been filed with the New York State Department of State, Uniform Commercial Code Division.

The Financing Statement has been assigned Filing Number: 202402070042109, Filing Date: 02/07/2024 and is currently reflected in our automated database as follows:

Debtor's Name & Address

COLUMBUS BRANDS LLC
119 WEST 57TH STREET, SUITE 300
NEW YORK NY 10019
(See attached for additional Debtors)

Secured Party's Name & Address

MERCHANT FACTORS CORP.
1441 BROADWAY, 17TH FLOOR
NEW YORK NY 10018

This filing will lapse on 02/07/2029, unless continued. We encourage filers to take full advantage of the six-month window of opportunity in which to file a Financing Statement Amendment (Continuation). Submission of your documents at the onset of the six-month window will allow ample time to rectify potential filing errors and help to assure timely recording of your filing.

If you have any concerns regarding the way this document is recorded, please contact one of our Customer Service Representatives at (518) 473-2492, or respond in writing to the UCC Data Processing Unit at the address indicated above.

Sincerely,

Uniform Commercial Code Division
Data Processing Unit

REF #: 202056

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement"), dated 29 JAN 2024 is by and between **COLUMBUS BRANDS LLC, a/k/a COLUMBUS BRANDS**, having its chief executive office at 119 West 57th Street, Suite 300, New York, New York 10019 ("Client") and **MERCHANT FACTORS CORP.**, having a mailing address at 1441 BROADWAY, 17th FLOOR, NEW YORK, NEW YORK 10018 ("Factor").

WITNESSETH:

WHEREAS, Factor has entered or is about to enter into certain financing arrangements with Client's affiliate, Peanut Butter & Co., Inc. ("PBC"), pursuant to that certain Factoring Agreement, dated contemporaneously herewith (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), pursuant to which Factor may purchase accounts and may make loans and advances and provide financial accommodations to PBC, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreement, and the Factoring Documents (as defined in the Factoring Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Factor to enter into the Factoring Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to PBC pursuant thereto, Client has agreed to guaranty the obligations (as that terms is defined in the Factoring Agreement) of PBC to Factor pursuant to that certain Guaranty agreement, dated contemporaneously herewith (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty"), and to additionally grant to Factor certain collateral as security as set forth herein to secure its obligations to Factor under the terms of the Guaranty and this Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client hereby agrees as follows:

1. **DEFINED TERMS**

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

2. **GRANT OF SECURITY INTEREST**

Debtor's Name & Address (continued)

COLUMBUS BRANDS
119 WEST 57TH STREET, SUITE 300
NEW YORK NY 10019

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Client hereby grants to Factor, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Client's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Client's business symbolized by the foregoing or connected therewith, and (vi) all of Client's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Client against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications 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 applications or any security interest filed in connection therewith under applicable federal law, provided that upon submission to and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Client in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Client, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Factor's rights under the Financing Agreements.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement, the Guaranty or any other agreement or by operation of law, now or hereafter owing by Client to Factor or to any affiliate of Factor. Said amounts include, but are not limited to loans,

debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future borrowers or clients of Factor, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer later payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to PBC's account under the Factoring Agreement that have been guaranteed by Client to Factor pursuant to the terms of the Guaranty (all hereinafter referred to as "Obligations").

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Client hereby represents, warrants and covenants with and to Factor the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding), the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Factor to PBC under the Financing Agreements:

(a) Client shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Client owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Client shall, at Client's sole expense, perform all acts and execute all documents necessary or, in Factor's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Client shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Factor to any such action, except as such action is expressly permitted hereunder.

(d) Client shall, at Client's sole expense, promptly perform all acts and execute all documents requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Client hereby authorizes Factor to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Factor or as otherwise determined by Factor. Client further authorizes Factor to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Client does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Client shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor two (2) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Factor's exercise of the rights and remedies granted to Factor hereunder.

(g) Factor may, in its sole and absolute discretion, pay any amount or do any act which Client fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Client shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Client, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) Client shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Client has given Factor thirty (30) days prior written notice of such action. If, after the date hereof, Client shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Factor, Client shall promptly execute and deliver to Factor any and all assignments, agreements, instruments, documents and such other papers as may be requested by Factor to evidence the security interests in and conditional assignment of such Trademark in favor of Factor.

(i) Client has not abandoned any of the Trademarks and Client shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Client shall notify Factor immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Client shall render any assistance, as Factor shall determine is necessary or advisable, to Factor in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of

the Trademarks as Client's exclusive property and to protect Factor's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Client shall promptly notify Factor if Client (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Factor, Client, at Client's sole expense, shall join with Factor in such action as Factor, in Factor's sole and absolute discretion, may deem advisable for the protection of Factor's interest in and to any or all of the Trademarks.

(l) Client assumes all responsibility and liability arising from the use of the Trademarks and Client hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Client (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Client (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

(m) Client shall promptly pay Factor for any and all expenditures made by Factor pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Client to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, the Guaranty, applicable law or otherwise, Factor shall have the following rights and remedies which may be exercised without notice to, or consent by, Client except as such notice or consent is expressly provided for hereunder:

(a) Factor may require that neither Client nor any affiliate of Client make any use of the Trademarks for any purpose whatsoever. Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in

connection with enforcing any other security interest granted to Factor by Client or any affiliate of Client or for such other reason as Factor may determine.

(b) Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Client of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Client of any proposed disposition shall be deemed reasonable notice thereof and Client waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Client, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Client agrees to pay Factor on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Client agrees that Factor has no obligation to preserve rights to the Trademarks against any other parties.

(e) Factor may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Factor. Thereafter, Factor may apply any remaining proceeds to such of the Obligations as Factor may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Client shall remain liable for any such deficiency and shall pay Factor on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of PBC to Factor set forth in the Factoring Agreement.

(f) Client shall supply to Factor or to Factor's designee, Client's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the Guaranty, the other Financing

Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Client and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Client and Factor irrevocably waive all claims, obligations and defenses that Client or Factor, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Client in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) FACTOR AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Client waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Factor shall not have any liability to Client (whether in tort, contract, equity or otherwise) for losses suffered by Client in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of Factor's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the

other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Factor shall have the right to assign this Agreement; Client shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Factor and Client and their respective successors and assigns.

(d) No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or

obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Client acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

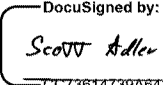
IN WITNESS WHEREOF, Client and Factor have executed this Agreement as of the day and year first above written.

**COLUMBUS BRANDS LLC, a/k/a
COLUMBUS BRANDS**

By: 

Lee Zalben, Managing Member

MERCHANT FACTORS CORP., as Factor

By: 

SCOTT ADLER, Senior Executive VP and
National Regional Manager

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

Exhibit A - 1

**TRADEMARK
REEL: 008346 FRAME: 0954**

SCHEDULE A: LICENSED TRADEMARKS

Next Entry Action	Next Entry Date	IP Office	Matter Title	App. No.	App. Date	Reg. No.	Reg. Date	Class. Descriptions	Owner	Status
		China	PEANUT BUTTER & CO & Design	20943022	08/11/2016			029 - Peanut butter, nut butters, chocolate nut butter, butter, jams, marmalade.	Columbus Brands LLC	Pending
		China	SINCE 1998 Peanut Butter & Co & Design	54211895	03/11/2021			029 - peanut butter; nut jams; butter; jams; marmalade.	Columbus Brands LLC	Pending
[Due Date] File maintenance documents	01/24/2032	Kuwait	SINCE 1998 Peanut Butter & Co & Design	2022/000577	01/24/2022	1637233	01/24/2022	029 - All of the goods in Class 29.	Columbus Brands LLC	Registered
[Due Date] File Declaration of Actual Use	03/31/2027	Philippines (IPOP/PHIL)	PEANUT BUTTER & CO.	42010006902	06/25/2010	4-2010-006902	03/31/2011	029 - Peanut butter. 043 - Restaurant services.	Columbus Brands LLC	Registered
		Saudi Arabia	Peanut Butter & Co & Design	325663	11/30/2021			029 - Peanut butter.	Columbus Brands LLC	Pending
		South Korea	SINCE 1998 Peanut Butter & Co & Design	40-2021-0158901	08/02/2021			029 - Peanut butter.	Columbus Brands LLC	Published

[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	09/04/2027	United States	SMOOTH OPERATOR	77054495	11/30/2006	3287724	09/04/2007	029 - Peanut butter	Columbus Brands	Registered
[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	09/04/2027	United States	CRUNCH TIME	77054503	11/30/2006	3287725	09/04/2007	029 - Peanut butter	Columbus Brands	Registered
[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	09/04/2027	United States	THE HEAT IS ON	77054515	11/30/2006	3287726	09/04/2007	029 - Peanut butter	Columbus Brands	Registered
[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	09/11/2027	United States	WHITE CHOCOLATE WONDERFUL	77054518	11/30/2006	3289797	09/11/2007	029 - Peanut butter	Columbus Brands	Registered
[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	03/25/2028	United States	PEANUT BUTTER & CO & Design	77146724	04/02/2007	3400921	03/25/2008	029 - Peanut butter 043 - Restaurant services	COLUMBUS BRANDS LLC	Registered

[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	06/17/2028	United States	MIGHTY MAPLE	77302120	10/11/2007	3448687	06/17/2008	029 - Peanut butter	Columbus Brands LLC	Registered
[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	06/17/2028	United States	THE BEE'S KNEES	77302123	10/11/2007	3448688	06/17/2008	029 - Peanut butter	Columbus Brands LLC	Registered
[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	12/23/2028	United States	Monkey Design	77367213	01/09/2008	3549239	12/23/2008	029 - Peanut butter 043 - Cafe and restaurant services	Columbus Brands LLC	Registered
[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	05/03/2031	United States	WAFFLEWICH	85119565	08/31/2010	3954560	05/03/2011	030 - Bakery desserts; Ice cream desserts; Ice cream sandwiches; Sandwiches	Columbus Brands	Registered
[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	05/03/2031	United States	PEANUT BUTTER BLISS	85126393	09/09/2010	3954960	05/03/2011	030 - Ice cream desserts	Columbus Brands	Registered

[Due Date] File a Section 8 Declaration of Use/Excusable Nonuse and Section 9 Renewal	07/30/2023	United States	PIXIE	85424641	09/16/2011	4377057	07/30/2013	029 - Peanut butter	Columbus Brands	Registered
[Due Date] File a Section 8 or Section 71 declaration of use/excusable nonuse	11/21/2023	United States	SIMPLY SMOOTH	87828845	04/27/2017	5340032	11/21/2017	029 - Peanut butter	Columbus Brands	Registered
[Due Date] File a Section 8 or Section 71 declaration of use/excusable nonuse	12/25/2024	United States	WHITE CHOCOLATEY WONDERFUL	87842472	03/20/2018	5636782	12/25/2018	029 - Peanut butter	Columbus Brands LLC	Registered
[Due Date] File a Section 8 or Section 71 declaration of use/excusable nonuse	12/25/2024	United States	DARK CHOCOLATEY DREAMS	87842485	03/20/2018	5636784	12/25/2018	029 - Peanut butter	Columbus Brands LLC	Registered
[Due Date] File a Section 8 or Section 71 declaration of use/excusable nonuse	05/07/2025	United States	Simply Crunchy	88129533	09/24/2018	5744969	05/07/2019	029 - Peanut butter	Columbus Brands LLC	Registered
[Due Date] File a Section 8 or Section 71 declaration of use/excusable nonuse	09/17/2025	United States	Peanut Butter & Co	88130976	09/25/2018	5860455	09/17/2019	030 - Nut flours	Columbus Brands LLC	Registered

[Due Date] File a Section 8 or Section 71 declaration of use/excusable nonuse	06/25/2025	United States	PEANUT BUTTER & CO.	88138902	10/01/2018	5785861	06/25/2019	029 - Peanut butter	Columbus Brands LLC	Registered
		United States	Peanut Butter & Co	98050215	06/20/2023			030 - Cookies	Columbus Brands LLC	Pending
		United States	PEANUT BUTTER & CO & Design	98050215	06/20/2023			030 - Cookies	Columbus Brands LLC	Pending

SCHEDULE A: LICENSED TRADEMARKS Updated November 28, 2023 by:

Lee Zalbén

LEE ZALBEN

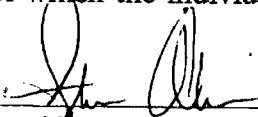
**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK LICENSES

**Trademark License Agreement dated January 1, 2020
between Columbus Brands LLC, a/k/a Columbus Brands, and Peanut Butter & Co.,
Inc.**

STATE OF New York)
COUNTY OF New York) ss.:

On the 29th day of January] in the year 2024, before me, the undersigned, personally appeared Lee Zalben, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

