

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI58623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Totally Chocolate Inc.		11/30/2023	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Company Name:	Bank of Montreal		
Street Address:	250 Yonge Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5762220	TOTALLY CHOCOLATE	
Registration Number:	2561752	TOTALLY CHOCOLATE	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Ms. Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
ATTORNEY DOCKET NUMBER:	512989-307		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	Anna Clark		
DATE SIGNED:	02/28/2024		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of November 30, 2023, is made by and among the Persons listed on the signature pages hereto (the "Grantors," and each, a "Grantor") in favor of BANK OF MONTREAL, in its capacity as collateral agent, for the benefit of the Secured Parties (the "Collateral Agent").

WHEREAS, each Grantor has executed and delivered to the Collateral Agent that certain Security Agreement dated as of November 30, 2023, made by and among the Grantors and the Collateral Agent (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with Governmental Authorities of the United States, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations/applications, and copyright registrations and applications exclusively licensed to such Grantor set forth on Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for

damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

3. Secured Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

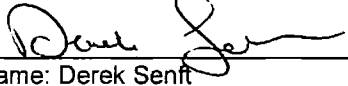
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TOTALLY CHOCOLATE INC.

By: 
Name: Derek Sent
Title: Secretary Treasurer

BANK OF MONTREAL, as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TOTALLY CHOCOLATE INC.

By: _____
Name: Derek Senft
Title: Secretary Treasurer

BANK OF MONTREAL, as Collateral Agent

DocuSigned by:
By: Kyle REDFORD
Name: Kyle Redford
Title: Managing Director

DocuSigned by:
By: Abeer Habibullah
Name: Abeer Habibullah
Title: Senior Director, Loan Syndications

SCHEDULES

Schedule 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Injection Mold Having Interchangeable Inscription Plates	U.S.	4,979,720	December 25, 1990 [This patent expired in 2007.]	Totally Chocolate Inc.

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner

Schedule 2

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
TOTALLY CHOCOLATE <i>Totally Chocolate</i>	U.S.	5762220	May 28, 2019	Totally Chocolate Inc. Note: in name of pre-amalgamation predecessor entity, Totally Chocolate, LLC
TOTALLY CHOCOLATE TOTALLY CHOCOLATE	U.S.	2561752	Renewed, Sep 30, 2022	Totally Chocolate Inc. Note: in name of pre-amalgamation predecessor entity, Totally Chocolate, LLC
TOTALLY CHOCOLATE	EUROPEAN COMMUNITY	002516433		Totally Chocolate Inc.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]

Schedule 3

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]
Happy Easter!	U.S.	VA0001236066	Jan 27, 2004	Totally Chocolate Inc.
Happy Easter.	U.S.	VA0001285919	Jan 27, 2004	Totally Chocolate Inc.
Muchas gracias!	U.S.	VA0001285922	Jan 27, 2004	Totally Chocolate Inc.
Congratulations!	U.S.	VA0001285921	Jan 27, 2004	Totally Chocolate Inc.
Thanks a million!	U.S.	VA0001285920	Jan 27, 2004	Totally Chocolate Inc.
Your business means the world to us.	U.S.	VA0001285923	Jan 27, 2004	Totally Chocolate Inc.
TGIF, thank goodness It's Friday!	U.S.	VA0001285924	Jan 27, 2004	Totally Chocolate Inc.

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date