

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yasso, Inc.		04/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as administrative agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4898194	HEY ICE CREAM, IT'S ON!	
Registration Number:	3975894	YASSO	
Registration Number:	5745602	DESSERT WITH BENEFITS	
Registration Number:	5908630	HOLY. FREAKING. CHIP.	
Registration Number:	5922321	SNACK BUDDIES	
Registration Number:	5542654	THE PROOF IS IN THE PINT	
Registration Number:	6146911	YASSO	
Serial Number:	90553088		
Serial Number:	90479216	YASSO	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1785638-0092-S216		

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NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	04/28/2021
Total Attachments: 5 source=Yasso - Intellectual Property Security Agreement [Executed]#page1.tif source=Yasso - Intellectual Property Security Agreement [Executed]#page2.tif source=Yasso - Intellectual Property Security Agreement [Executed]#page3.tif source=Yasso - Intellectual Property Security Agreement [Executed]#page4.tif source=Yasso - Intellectual Property Security Agreement [Executed]#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of April 28, 2021, between the signatory hereto (the “Grantor”) in favor of BMO HARRIS BANK N.A., as administrative agent for the Secured Parties (in such capacity, the “Agent”).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of April 28, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Security Agreement), by and among the Grantor, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is Excluded Property (collectively, the “Intellectual Property Collateral”):

(i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

YASSO, INC.,
as Grantor

By: 

Name: Peter Riccio

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 007273 FRAME: 0405


IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BMO HARRIS BANK N.A.,
as Agent

By: 
Name: Tara Cuprisin
Title: Managing Director

Schedule 1

Trademarks and Trademark Applications

Grantor	Mark	Status	Registration / Application No.	Registration / Filing Date
Yasso, Inc.	HEY ICE CREAM, IT'S ON!	Registered	4898194	Feb 9 2016
Yasso, Inc.	YASSO	Registered	3975894	Jun 7 2011
Yasso, Inc.	DESSERT WITH BENEFITS	Registered	5745602	May 7 2019
Yasso, Inc.	HOLY. FREAKING. CHIP.	Registered	5908630	Nov 12 2019
Yasso, Inc.	SNACK BUDDIES	Registered	5922321	Nov 26 2019
Yasso, Inc.	THE PROOF IS IN THE PINT	Registered	5542654	Aug 14 2018
Yasso, Inc.	YASSO	Registered	6146911	Sep 8 2020
Yasso, Inc.	 Design Only	Pending	90553088	Mar 1 2021
Yasso, Inc.	YASSO	Pending	90479216	Jan 21 2021