

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALIP HOLDINGS INC.		09/03/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT		
Street Address:	115 S. LaSalle Street, 20W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6441256	SEDUTTO	
Registration Number:	4038765	CENTRONE'S THE ORIGINAL	
Registration Number:	3999202	DOLLY MADISON OLD FASHIONED ICE CREAM	
Registration Number:	3808568	SLENDER TREAT	
Registration Number:	3254813	BUNGALOW BAR	
Registration Number:	3457985	BUNGALOW BAR	
Registration Number:	1934818	DOLLY MADISON	
Registration Number:	0657517	DOLLY MADISON	
Registration Number:	0657518		
Registration Number:	0281725	DOLLY MADISON	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813300		
Email:	lggrau@sidley.com		
Correspondent Name:	Lauren G. Grau		
Address Line 1:	2021 McKinney Ave		
Address Line 2:	Suite 2000, c/o Sidley Austin		
Address Line 4:	Dallas, TEXAS 75201		

CH \$265.00 6441256

ATTORNEY DOCKET NUMBER:	11569-30570
NAME OF SUBMITTER:	Lauren G. Grau
SIGNATURE:	/Lauren G. Grau/
DATE SIGNED:	09/03/2021
Total Attachments: 5 source=BMO_E&M - ABL IP Security Agreement#page1.tif source=BMO_E&M - ABL IP Security Agreement#page2.tif source=BMO_E&M - ABL IP Security Agreement#page3.tif source=BMO_E&M - ABL IP Security Agreement#page4.tif source=BMO_E&M - ABL IP Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **September 3, 2021** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BMO HARRIS BANK N.A.**, as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of September 3, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged, assigned and granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

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

Section 1. Grant of Security. As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office (but only until such statement is filed and accepted with the United States Patent and Trademark Office)), including, but not limited to (i) the United States registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Foreign Intellectual Property. Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual Property registered, issued or arising under the laws of a country other than the United States, nor shall this

Exhibit B-1

Agreement create an obligation on any Grantor to make any filings or take any other actions to record or perfect the Administrative Agent's security interest in and continuing lien on Intellectual Property outside of the United States.

Section 4. 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 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and 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 Pledge and 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 Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Administrative 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.

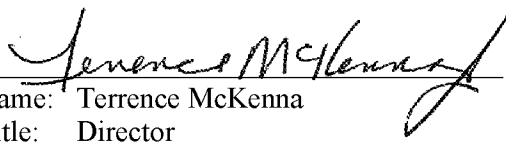
CALIP HOLDINGS INC.,
as a Grantor

By: 
Name: Mark Paolano
Title: Vice President and Secretary

[Signature Page to IPSA (ABL)]

TRADEMARK
REEL: 007413 FRAME: 0881

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Terrence McKenna
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

None

2. Patents

None

3. Trademarks

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
SEDUTTO	CALIP HOLDINGS INC.	87399298	05-APR-2017	6441256	03-AUG-2021
CENTRONE'S THE ORIGINAL	CALIP HOLDINGS INC.	77193242	30-MAY-2007	4038765	11-OCT-2011
DOLLY MADISON OLD FASHIONED ICE CREAM	CALIP HOLDINGS INC.	78805464	02-FEB-2006	3999202	19-JUL-2011
SLENDER TREAT	CALIP HOLDINGS INC.	78660619	29-JUN-2005	3808568	22-JUN-2010
BUNGALOW BAR	CALIP HOLDINGS INC.	78625011	06-MAY-2005	3254813	26-JUN-2007
BUNGALOW BAR	CALIP HOLDINGS INC.	78625013	06-MAY-2005	3457985	01-JUL-2008
DOLLY MADISON	CALIP HOLDINGS INC.	74515725	20-APR-1994	1934818	14-NOV-1995
DOLLY MADISON	CALIP HOLDINGS INC.	72005865	05-APR-1956	657517	21-JAN-1958
Design Only	CALIP HOLDINGS INC.	72005866	05-APR-1956	657518	21-JAN-1958
DOLLY MADISON	CALIP HOLDINGS INC.	71308638	05-DEC-1930	281725	24-MAR-1931

Signature Page to E&M IP Security Agreement