

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleveland Kitchen Co.		10/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90132287	BACKYARD RANCH	
Serial Number:	88769405	CLEVELAND KITCHEN	
Serial Number:	88138679	CLEVELAND KITCHEN	
Serial Number:	87812673		
Serial Number:	87812649		
Serial Number:	87812600	CLEVELAND KRAUT	
Serial Number:	87812411	CLEVELAND KRAUT	
Serial Number:	87812157	FERMENTED FOODS FOR ALL	
Serial Number:	87811443	GNAR GNAR	
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:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		

OP \$240.00 90132287

SIGNATURE:	/DavisHall/
DATE SIGNED:	10/11/2022
Total Attachments: 5 source=(Comerica-Cleveland Kitchen) EXECUTED Intellectual Property Security Agreement (Cleveland Kitchen Co.)_10-7-22#page1.tif source=(Comerica-Cleveland Kitchen) EXECUTED Intellectual Property Security Agreement (Cleveland Kitchen Co.)_10-7-22#page2.tif source=(Comerica-Cleveland Kitchen) EXECUTED Intellectual Property Security Agreement (Cleveland Kitchen Co.)_10-7-22#page3.tif source=(Comerica-Cleveland Kitchen) EXECUTED Intellectual Property Security Agreement (Cleveland Kitchen Co.)_10-7-22#page4.tif source=(Comerica-Cleveland Kitchen) EXECUTED Intellectual Property Security Agreement (Cleveland Kitchen Co.)_10-7-22#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 7, 2022 by and between COMERICA BANK ("Bank") and CLEVELAND KITCHEN CO., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CLEVELAND KITCHEN CO.

Address of Grantor:

7501 Carnegie Avenue
Cleveland, OH 44103

Attn: CEO or CFO

By: Andrew Anderson
A9417AE9DFE849A...

Name: Andrew Anderson
Title: Chief Executive Officer

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

By: Grant Simon
B99F49E7CBFA4F0...

Name: Grant Simon
Title: Senior Vice President

With a copy to:

Comerica Bank
Three Embarcadero Center, Suite 1350
San Francisco, CA 94111
Attn: Grant Simon
Fax: (313) 222-3953
Email: gsimon@comerica.com

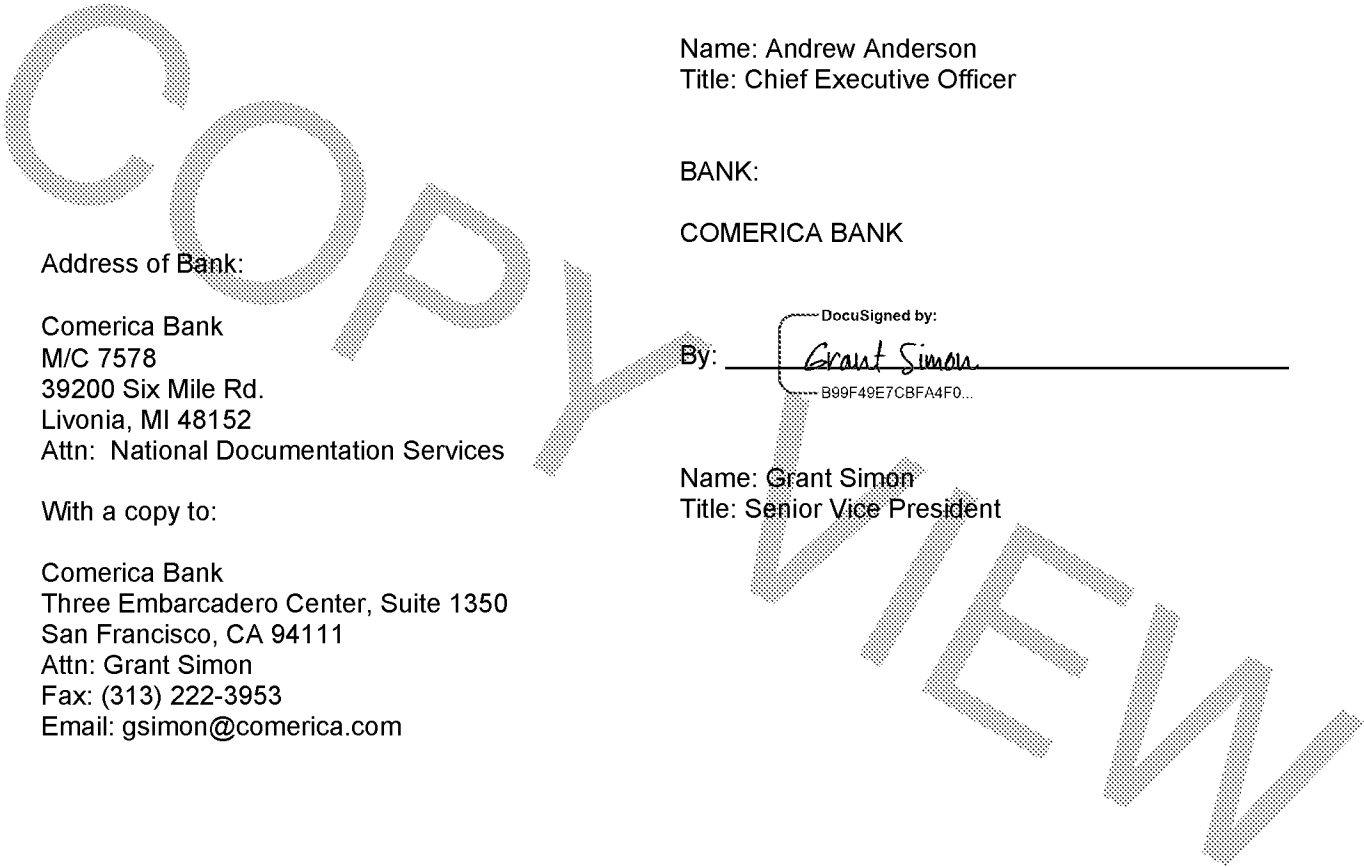


EXHIBIT A

Copyrights

Description

NONE

Registration
Number

Registration
Date

COPY
VIEW

EXHIBIT B

Patents

Description

Registration/
Application
Number



Registration/
Application
Date

NONE

COPY VIEW

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BACKYARD RANCH	90132287	08/24/2020
CLEVELAND KITCHEN	88769405 6098157	01/22/2020 07/07/2020
CLEVELAND KITCHEN	88138679 6087345	10/01/2018 06/23/2020
	87812673 5575551	02/27/2018 10/02/2018
	87812649 5579737	02/27/2018 10/09/2018
CLEVELAND KRAUT	87812600 5737535	02/27/2018 04/30/2019
CLEVELAND KRAUT	87812411 5737533	02/27/2018 04/30/2019
FERMENTED FOODS FOR ALL	87812157 5737530	02/27/2018 04/30/2019
GNAR GNAR	87811443 5575439	02/26/2018 10/02/2018