

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Ice Cream Co.		02/27/2014	CORPORATION: OHIO
MidTown Transportation Company LLC		02/27/2014	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	MidCap Business Credit LLC
Street Address:	433 South Main Street
City:	West Hartford
State/Country:	CONNECTICUT
Postal Code:	06110
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4346358	BANANA BUDDIES
Registration Number:	3292361	¡HOLA FRUTA!
Registration Number:	2856984	SPIRIT OF AMERICA
Registration Number:	2817117	EVERYTHING BUT THE KITCHEN SINK
Registration Number:	2809469	EVERY BODY DESERVES A TREAT
Registration Number:	2803706	PIERRE'S SLENDER
Registration Number:	2796015	PLEASURE CHEST
Registration Number:	2637346	TURLICIOUS
Registration Number:	2964043	PIERRE'S
Registration Number:	2738996	SUNSHINE POPS
Registration Number:	4191004	SLAM DUNK CHUNK
Registration Number:	3842977	CHOCOLATE TREASURE TRACKS
Registration Number:	3782670	FROSTING ON THE CAKE

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Registration Number:	3617419	YOVATION
Registration Number:	2536243	BROWNIE TOUCHDOWN SUNDAE
Registration Number:	2469667	NEW YORK FUDGE THUNDER
Registration Number:	2288271	SLIDE-UPS
Registration Number:	2235529	DOUBLE SCOOPS
Registration Number:	2252107	BRING YOUR OWN SPOON
Registration Number:	2161801	FROSTED SMOOTHIE
Serial Number:	85434349	JACKPOT

**CORRESPONDENCE DATA**

Fax Number: 6177422355  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617-742-4200  
Email: trademark@riw.com  
Correspondent Name: Michael J. Ruberto  
Address Line 1: Ruberto, Israel & Weiner, P.C.  
Address Line 2: 255 State Street, 7th Floor  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	9729-64
NAME OF SUBMITTER:	Michelle M. Quinn
Signature:	/Michelle M. Quinn/
Date:	03/03/2014

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of February 27, 2014, by and between Royal Ice Cream Co., an Ohio corporation ("**Royal**"), and MidTown Transportation Company LLC, an Ohio limited liability company ("**MidTown**"), both with a principal place of business at 6200 Euclid Avenue, Cleveland, Ohio 44103 (Royal and MidTown are hereinafter, collectively, referred to as the "**Borrower**"), and MidCap Business Credit LLC, a Texas limited liability company with a usual place of business at 433 South Main Street, West Hartford, Connecticut 06110 ("**Lender**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Lender as follows:

**1. Grant of Security Interest.** Borrower hereby grants to Lender a first priority security interest in, and conditionally assigns, but does not transfer title to Lender, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Borrower to Lender whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those liabilities of Borrower to Lender pursuant to a Demand Loan and Security Agreement (All Assets) of even date, between Lender and Borrower (the "**Loan Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles and goodwill relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**2. Warranties and Representations.** Borrower hereby warrants and represents to Lender the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the trademarks and trademark registrations is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(f) Except for the filing of financing statements with the Secretary of State of Ohio under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States.

**3. After-Acquired Trademark Rights.** If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Borrower shall bear any expenses incurred in connection with future applications for trademark registration.

**4. Litigation and Proceedings.** Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of such

trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

**5. Power of Attorney.** Borrower grants Lender power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Lender's discretion to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

**7. Right to Inspect.** Borrower grants to Lender and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

**8. Events of Default.** Any of the following events shall be an Event of Default:

(a) Borrower fails to make any payment of principal or interest or any other payment on any Obligation when due and payable, by acceleration or otherwise; and

(b) the occurrence of an Event of Default as that term is defined in the Loan Agreement.

**9. Specific Remedies.** Upon the occurrence of any Event of Default:

(a) Lender may cease advancing money or extending credit to or for the benefit of Borrower under the Loan Agreement or under any other agreement between Borrower and Lender.

(b) Lender may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower;

(c) Lender may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of Borrower then or thereafter held with Lender, including amounts represented by certificates of deposit;

(d) Lender may notify licensees to make royalty payments on license agreements directly to Lender;



Notary Public  
My Commission Expires:

**SCHEDULE A**  
**TO A TRADEMARK SECURITY AGREEMENT**  
**AMONG**  
**ROYAL ICE CREAM CO. AND MIDTOWN TRANSPORTATION COMPANY LLC**  
**(BORROWER)**  
**AND**  
**MIDCAP BUSINESS CREDIT LLC (LENDER)**  
**DATED: FEBRUARY 27, 2014**

**REGISTERED TRADEMARKS (USA)**

<b>Trademark</b>	<b>Registration No.</b>	<b>Issue Date</b>
BANANA BUDDIES	4346358	June 4, 2013
¡HOLA FRUTA!	3292361	September 11, 2007
SPIRIT OF AMERICA	2856984	June 22, 2004
EVERYTHING BUT THE KITCHEN SINK	2817117	February 24, 2004
EVERY BODY DESERVES A TREAT	2809469	January 27, 2004
PIERRE'S SLENDER	2803706	January 6, 2004
PLEASURE CHEST	2796015	December 16, 2003
TURLICIOUS	2637346	October 15, 2002
PIERRE'S	2964043	June 28, 2005
SUNSHINE POPS	2738996	July 15, 2003
SLAM DUNK CHUNK	4191004	August 14, 2012
CHOCOLATE TREASURE TRACKS	3842977	August 31, 2010
FROSTING ON THE CAKE	3782670	April 27, 2010
YOVATION	3617419	May 5, 2009
BROWNIE TOUCHDOWN SUNDAE	2536243	February 5, 2002
NEW YORK FUDGE THUNDER	2469667	July 17, 2001
SLIDE-UPS	2288271	October 19, 1999
DOUBLE SCOOPS	2235529	March 23, 1999
BRING YOUR OWN SPOON	2252107	June 8, 1999



2161801

June 2, 1998



**REGISTRATION PENDING FOR TRADEMARKS (USA)**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
JACKPOT	85434349	September 11, 2012

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