

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epoca International, Inc.		01/27/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	2231 Indian River Boulevard, 2nd Floor		
City:	Vero Beach		
State/Country:	FLORIDA		
Postal Code:	32960		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	4665912	PRIMULA FLOWERING TEAS	
Serial Number:	86021737	INSTANT INFUSION	
Serial Number:	86117563	FLAVOR RUSH	
Serial Number:	86446612		
Serial Number:	86406062	ARMOR SHIELD BEYOND NON-STICK	
Serial Number:	86406045	I LOVE LIFE	
Serial Number:	86406038	ECOLUTION LIFE	
Registration Number:	4598970	FLAVOR NOW	
Registration Number:	4335016	PURE INTENTIONS	
Registration Number:	4375001	FLAVOR IT	
Registration Number:	4386624	SOMETHING EXTRAORDINARY...	
Registration Number:	4423936	PRIMULA	
Registration Number:	4397304	MINIS ONE DISH WONDERS	
Registration Number:	4343929	EVOLVE	
Registration Number:	4354955	COFFEE BREW BUDDY	
Registration Number:	4182615		
Registration Number:	4191823	TEA BAG BUDDY	
Registration Number:	3602309	PRIMULA	
Registration Number:	3935278	ECOLUTION COOK WELL. DO GOOD.	

CH \$965.00 4665912

Property Type	Number	Word Mark
Registration Number:	4009957	ECOLUTION ELEMENTS
Registration Number:	3905343	HEALTHY EARTH
Registration Number:	3897746	HYDROLON
Registration Number:	3874149	SYMPHONY
Registration Number:	3854479	ARTISTRY
Registration Number:	3764870	ECOLUTION
Registration Number:	3747663	FASHIONISTA
Registration Number:	3535675	PRIMULA FLOWERING TEAS
Registration Number:	3532782	PRIMULA TEA
Registration Number:	3756467	PRIMULA TEA FLOWERING TEAS
Registration Number:	3229009	PRIMULA
Registration Number:	3360188	LAROMA
Registration Number:	3056902	METAL DEFENDER
Registration Number:	2826068	LAROMA
Registration Number:	2788257	EPOCA
Registration Number:	2723755	HEAVY WEIGHT
Registration Number:	2787282	KITCHEN EXTRAS
Registration Number:	2690532	HEAVY WEIGHT
Registration Number:	2280599	PRIMULA

CORRESPONDENCE DATA

Fax Number: 4048738501

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.

Phone: 404-870-5617

Email: susan.lake@agg.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 171 17th Street, NW, Suite 2100

Address Line 2: Arnall Golden Gregory LLP

Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER: 14686-209

NAME OF SUBMITTER: Susan Lake

SIGNATURE: /Susan Lake/

DATE SIGNED: 01/29/2015

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into, as of January 27, 2015, by EPOCA INTERNATIONAL, INC., a Florida corporation ("Debtor"), to SUNTRUST BANK, a Georgia banking corporation ("Secured Party").

RECITALS

I. Secured Party has made certain loans to Debtor pursuant to that certain Loan Agreement between Debtor and Secured Party dated on even date herewith (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement", and together with any and all other documents related thereto or described therein, hereinafter collectively referred to as the "Loan Documents"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

II. Pursuant to the terms of the Loan Documents, Debtor is required to secure its obligations with the grant of the security interest herein contained.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby represents, warrants, and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations or other obligations of Debtor under the Loan Documents (the "Obligations"), both now existing and hereafter arising, and Debtor's other existing and future representations, warranties and covenants under the Loan Documents, Debtor grants and pledges to Secured Party a security interest in all of Debtor's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those copyrights, patents and trademarks listed on Exhibits "A", "B" and "C" attached hereto), together with all proceeds and products 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. As used herein, "Intellectual Property Collateral" means, as to Debtor, all of Debtor's right, title and interest in and to its intellectual property, including without limitation, the following: (i) copyrights, trademarks and patents; (ii) any and all trade secrets, and any and all intellectual property rights in software and software products now or hereafter existing, created, acquired or held; (iii) any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held; (iv) any and all mask works or similar rights now or hereafter existing, created, acquired or held; (v) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; (vi) all licenses or other rights to use any of the copyrights, patents or trademarks, and all license fees and

royalties arising from such use to the extent permitted by such license or rights; (vii) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the copyrights, trademarks or patents; and (viii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Rights and Remedies: Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Secured Party under the Loan Agreement and the other Loan Documents, including, without limitation, that certain Security Agreement between Debtor and Secured Party dated on even date herewith (the "Security Agreement"). The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those rights and remedies of Secured Party set forth in the Loan Agreement, the Security Agreement, the other Loan Documents and those which are now available and may hereafter become available to Secured Party as a matter of law and equity, including, without limitation, those set forth in the Uniform Commercial Code of the State of Georgia (the "Code") as being available to a "secured party" and "creditor". Secured Party may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement, the Security Agreement, and in the other Loan Documents. Each right, power and remedy of Secured Party provided for herein, in the Loan Agreement, in the Security Agreement, and in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Secured Party of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Secured Party, of any or all other rights, powers and remedies.

3. Term. The Loan Documents and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Security Agreement and the other Loan Documents, and notwithstanding any limitation of, moratorium on and termination of Secured Party's obligation to make credit extensions under the Loan Agreement, Debtor's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. The occurrence of an event which under the Loan Agreement constitutes an Event of Default shall be an Event of Default hereunder.

4. Registered Intellectual Property. Debtor represents and warrants that Exhibits "A", "B", and "C" attached hereto set forth any and all intellectual property rights which Debtor has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Debtor obtains subsequent to the date of this Agreement ("New IP"). Debtor shall give to Secured Party written notice of all New IP that is registered (or for which an application for registration has been made) promptly after the acquisition of same, but in any event not less frequently than once per year. Debtor hereby authorizes Secured Party to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Secured Party's Use of Intellectual Property; No Liability. Debtor agrees that the Secured Party's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Secured Party's exercise of its rights and remedies shall be coextensive with Debtor's rights thereunder and Secured Party will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Debtor irrevocably designates, constitutes and appoints Secured Party (and all persons designated by Secured Party in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes Secured Party and any of Secured Party's designees, in Debtor's or Secured Party's name, to take any action and execute any instrument which Secured Party may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Debtor hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Secured Party's sole discretion to protect and perfect and put the public on notice of Secured Party's security interest and rights in the Intellectual Property Collateral. Debtor further consents to and ratifies the filing of such duplicate originals and financing statements prior to the date of this Agreement. Debtor shall from time to time execute and deliver to Secured Party, at the request of Secured Party, such other documents, instruments and records that Secured Party may reasonably request in form and substance reasonably satisfactory to Secured Party and its counsel, to perfect and continue Secured Party's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Secured Party's rights and obligations under the Loan Agreement, the Security Agreement, and the other Loan Documents will succeed to Secured Party's rights under this Agreement and (iv) any notices or consents required or permitted by this Agreement shall be given, delivered, and deemed delivered in the same manner and at the same addresses as set forth in the Loan Agreement.


10. Counterparts. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(Signatures on following page)

IN WITNESS WHEREOF, Debtor has caused this Intellectual Property Security Agreement to be executed under seal with authority duly obtained, as of the date first written above.

DEBTOR:

EPOCA INTERNATIONAL, INC., a Florida corporation

By: 

Name: Steven J. Melzer

Title: Chief Executive Officer

[CORPORATE SEAL]

EXHIBIT "A"

Copyrights

Description	Registration Number	Registration Date
Primula 12 Flowering Teas, 5 cup glass tea pot with loose tea infuser	VA0001629844	12/18/2007
Primula espresso coffee maker	VAu000410010	12/18/1997
Primula espresso coffee maker : 3 cups	TXu000815402	12/18/1997
Primula Flowering Teas	PA0001666129	01/07/2008
Primula Tea Flowering Teas	VA0001656457	12/06/2007
Primula Tea Foil Packets	VA0001642816	01/07/2008
Artwork consisting of circular leaf pattern applied to cookware	VA0001798767	12/03/2011

EXHIBIT "B"

Patents

Description	Registration/ Application Number	Registration/ Application Date
Teacup Cover	8875925	11/04/2014
Teacup Cover	D653076	01/31/2012
Pitcher	D720174	12/30/2014
Tea Pot	D679538	04/09/2013
Filter for a Beverage Dispenser	D686296	07/16/2013
Coffee Press	D677103	03/05/2013

EXHIBIT "C"

Trademarks

Mark	Registration/ Application Number	Registration/ Application Date
PRIMULA FLOWERING TEAS INSTANT INFUSION FLAVOR RUSH	4665912 86021737 86117563	01/06/2015 07/27/2013 11/13/2013
	86446612	11/06/2014
ARMOR SHIELD BEYOND NON-STICK I LOVE LIFE ECOLUTION LIFE FLAVOR NOW PURE INTENTIONS FLAVOR IT SOMETHING EXTRAORDINARY... PRIMULA MINIS ONE DISH WONDERS EVOLVE COFFEE BREW BUDDY	86406062 86406045 86406038 4598970 4335016 4375001 4386624 4423936 4397304 4343929 4354955	09/25/2014 09/25/2014 09/25/2014 09/02/2014 05/14/2013 07/30/2013 08/20/2013 10/29/2013 09/03/2013 05/28/2013 06/18/2013
	4182615	07/31/2012
TEA BAG BUDDY PRIMULA ECOLUTION COOK WELL. DO GOOD. ECOLUTION ELEMENTS HEALTHY EARTH HYDROLON SYMPHONY ARTISTRY ECOLUTION FASHIONISTA PRIMULA FLOWERING TEAS PRIMULA TEA PRIMULA TEA FLOWERING TEAS PRIMULA LAROMA METAL DEFENDER	4191823 3602309 3935278 4009957 3905343 3897746 3874149 3854479 3764870 3747663 3535675 3532782 3756467 3229009 3360188 3056902	08/14/2012 04/07/2009 03/22/2011 08/09/2011 01/11/2011 12/28/2010 11/09/2010 09/28/2010 03/23/2010 02/09/2010 11/18/2008 11/11/2008 03/09/2010 04/17/2007 12/25/2007 02/07/2006

LAROMA	2826068	03/23/2004
EPOCA	2788257	12/02/2003
HEAVY WEIGHT	2723755	06/10/2003
KITCHEN EXTRAS	2787282	11/25/2003
HEAVY WEIGHT	2690532	02/25/2003
PRIMULA	2280599	09/28/1999