

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592247

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|---|-------------------------------|-------------------------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TUPELO HONEY HOSPITALITY CORPORATION | | 03/30/2020 | Corporation: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | DAMON DESANTIS | | |
| Street Address: | 12121 NW 11th St | | |
| City: | Plantation | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33323 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3299086 | TUPELO HONEY CAFE | |
| Registration Number: | 4239121 | MOONSWINE MARY | |
| Registration Number: | 4153628 | TUPELO HONEY CAFE | |
| Registration Number: | 5153978 | TUPELO HONEY | |
| Registration Number: | 5283507 | TUPELO | |
| Registration Number: | 5551632 | TUPELO HONEY SOUTHERN KITCHEN & BAR | |
| Serial Number: | 88368180 | FOREVER FREE | |
| Serial Number: | 88801566 | TIPSY HEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9193254624 | | |
| <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: | 9197878880 | | |
| Email: | trademark@manningfulton.com | | |
| Correspondent Name: | Ritchie W. Taylor | | |
| Address Line 1: | 20389 PO Box | | |
| Address Line 4: | Raleigh, NORTH CAROLINA 27619 | | |
| NAME OF SUBMITTER: | Ritchie W. Taylor | | |

OP \$215.00 3299086

| | |
|---|---------------------|
| SIGNATURE: | /Ritchie W. Taylor/ |
| DATE SIGNED: | 08/17/2020 |
| Total Attachments: 6 source=IP Security Agreement- Damon DeSantis - Tupelo Honey Hospitality Corporation Executed#page1.tif source=IP Security Agreement- Damon DeSantis - Tupelo Honey Hospitality Corporation Executed#page2.tif source=IP Security Agreement- Damon DeSantis - Tupelo Honey Hospitality Corporation Executed#page3.tif source=IP Security Agreement- Damon DeSantis - Tupelo Honey Hospitality Corporation Executed#page4.tif source=IP Security Agreement- Damon DeSantis - Tupelo Honey Hospitality Corporation Executed#page5.tif source=IP Security Agreement- Damon DeSantis - Tupelo Honey Hospitality Corporation Executed#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT effective as of the 30th day of March, 2020 by and between DAMON DESANTIS, a resident of Florida (“**Lender**”) and TUPELO HONEY HOSPITALITY CORPORATION, a North Carolina corporation (“**Grantor**”).

STATEMENT OF PURPOSE

A. Lender has agreed to loan funds to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor dated of even date herewith and that certain Security Agreement by and between Lender and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, collectively the “**Loan Agreement**”). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Lender is willing to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 the other Loan Documents (other than the Warrants), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents (other than the Warrants), Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (as defined in the Amended and Restated Security Agreement between the parties dated as of the date hereof) (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not 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 continuous-in-part thereof (collectively, “**Intellectual Property Collateral**”).

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, 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.

[The Remainder of this Page is Intentionally Blank.]

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

Address of Grantor:

Tupelo Honey Hospitality Corporation
c/o Nick Schulz
1200 Ridgefield Blvd.
Asheville, NC 28806
Fax: 828-398-6144
Email: n.schulz@tupelohoneycafe.com

GRANTOR:

TUPELO HONEY HOSPITALITY
CORPORATION

By: Stephen D. Frabitore
Stephen D. Frabitore
Chief Executive Officer

Address of Lender:

Damon DeSantis
12121 NW 11th St
Plantation, FL, 33323
Dadson1234@aol.com

LENDER:

DAMON DESANTIS

Damon Desantis

Exhibit A

COPYRIGHTS

Description

**Registration
Number**

**Registration
Date**

None.

Exhibit B

PATENTS

Description

**Registration OR
Serial Number**

**Registration OR Filing
Date**

None.

Exhibit C**TRADEMARKS**

| <u>Title</u> | <u>Registration/ Application Number</u> | <u>Registration / Application Date</u> |
|---|--|---|
| TUPELO HONEY CAFE | No. 3299086 | 09/25/2007 |
| MOONSWINE MARY | No. 4239121 | 11/06/2012 |
| TUPELO HONEY CAFE | No. 4153628 | 06/05/2012 |
| TUPELO HONEY | No. 5153978 | 03/07/2017 |
| TUPELO | No. 5283507 | 09/12/2017 |
| TUPELO HONEY SOUTHERN KITCHEN & BAR | No. 5551632 | 08/28/2018 |
| FOREVER FREE | No. 88368180 | 07/30/2019 |
| TIPSY HEN | No. 88801566 | 02/18/2020 |