

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4958338

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	COOL FROOTZ, LLC	05/11/2018
RECEIVING PARTY DATA		
Name:	DNS-FROOTZ, LLC	
Street Address:	350 S. MAIN AVENUE, SUITE 402	
City:	SIOUX FALLS	
State/Country:	SOUTH DAKOTA	
Postal Code:	57104	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	D539315	
Patent Number:	7028607	
CORRESPONDENCE DATA		
Fax Number:	(312)993-9767	
<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:	312.876.7700	
Email:	thomas.buettner@lw.com	
Correspondent Name:	THOMAS J. BUETTNER	
Address Line 1:	LATHAM & WATKINS LLP	
Address Line 2:	330 NORTH WABASH AVENUE, SUITE 2800	
Address Line 4:	CHICAGO, ILLINOIS 60611	
NAME OF SUBMITTER:	THOMAS J. BUETTNER	
SIGNATURE:	/tjb/	
DATE SIGNED:	05/11/2018	
Total Attachments: 4		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 11, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by Cool Frootz, LLC (the “Borrower”) in favor of DNS-Frootz, LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS, the Borrower is a party to a Security Agreement dated as of May 11, 2018, (the “Security Agreement”) between Borrower and the Collateral Agent pursuant to which the Borrower granted a security interest to the Collateral Agent in the Intellectual Property Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral

SECTION 2.1 Grant of Security. Borrower hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Borrower’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which any Borrower now has or hereafter acquires an interest and wherever the same may be located (collectively, the “Intellectual Property Collateral”):

means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information, inventions, computer programs (including both source and object code), know-how and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the Borrower in the conduct of its business as now conducted and as presently proposed to be conducted, including the items listed on Schedule A hereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Borrower hereby acknowledge and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

COOL FROOTZ, LLC

By: Richard Naha
Title: Manager

Address:

1127 Auraria

Denver CO 8

USA

SCHEDULE A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Patent/App #	Description	Title	Priority Date	Issue Date	Status
D539,315	Design Patent -TMU	Food Cutter	11/17/04	3/27/07	Issued
7,028,607	Design Patent -TMU	Frozen food masticating machine	11/18/03	4/18/06	Issued
Not yet filed		Use of novel masticated food product to promote nutrition and treat dysphasia			
Not yet filed		Novel seal within a seal system			
Not yet filed		Process and composition of masticated food to improve and expedite absorption and promote health			

Trademarks

Application/Registration Number	Application Type	Trademark	Date Filed	Registration Date	Status
78/493,710/3,220,578	1A	FROOZER	10/04/04	03/20/07	Cancelled
85/549,174/4,213,812	1A	FROOZABLE	2/12/2012	9/25/2012	Registered