

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5322112

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	DARIFILL, INC.	01/01/2019
RECEIVING PARTY DATA		
Name:	FIFTH THIRD BANK	
Street Address:	21 EAST STATE STREET	
City:	COLUMBUS	
State/Country:	OHIO	
Postal Code:	43215	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	10071831	
Patent Number:	10010096	
Patent Number:	9199747	
Patent Number:	7874130	
CORRESPONDENCE DATA		
Fax Number:	(312)578-6666	
<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:	3122633600	
Email:	maureen.drews@hklaw.com	
Correspondent Name:	C. GRANT MCCORKHILL	
Address Line 1:	HOLLAND & KNIGHT LLP	
Address Line 2:	131 S. DEARBORN ST., 30TH FL.	
Address Line 4:	CHICAGO, ILLINOIS 60603	
NAME OF SUBMITTER:	C. GRANT MCCORKHILL	
SIGNATURE:	/C. Grant McCorkhill/	
DATE SIGNED:	01/11/2019	
Total Attachments: 6		
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SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY

January 1, 2019

DARIFILL, INC., an Ohio corporation (the "**Borrower**"), and **FIFTH THIRD BANK**, an Ohio banking corporation (in such capacity, the "**Lender**"), have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

A. Pursuant to the terms of the Credit Agreement, the Borrower created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of Borrower, which includes the Intellectual Property Collateral (as defined below); and

B. The Borrower has adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower hereby grants to the Lender a security interest in all of each said Borrower's right, title and interest in and to the following (the "**Intellectual Property Collateral**"):

(a) the patents and patent applications, including those set forth in Schedule A hereto, and all inventions and improvements described and claimed therein, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (the "**Patents**");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Borrower, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "**Copyrights**");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Intellectual Property Collateral are more fully set forth in the Loan Agreement and Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If the Grantor shall obtain rights to any new patents, trademarks, service marks and/or copyrights, the provisions of this Security Interest Grant Intellectual Property (this "Grant") shall automatically apply thereto. The Borrower shall give prompt notice in writing to the Lender with respect to any such new patents, trademarks, service marks and/or copyrights. Without limiting Borrower's obligations under this paragraph, the Borrower hereby authorizes the Lender to unilaterally modify this Grant by amending Schedule A, Schedule B and/or Schedule C, as applicable, to include any such new patents, trademarks, service marks and/or copyrights rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Grant or amend any Schedule hereto shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all Intellectual Property Collateral, whether or not listed on Schedule A, Schedule B or Schedule C.

Delivery of an executed counterpart of a signature page of this Grant by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Grant.

This Grant shall be construed in accordance with and governed by the laws of the State of Ohio applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Grant.

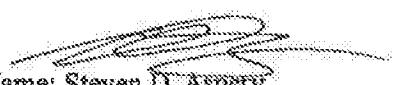
Terms defined in the Credit Agreement and used herein without other definition shall have the respective meanings assigned to them in the Credit Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Borrower has caused this Security Interest Grant Intellectual Property to be duly executed effective as of the date first written above.

BORROWER:

DARIFILL, INC.,
an Ohio corporation



Name: Steven D. Aspery
Its: President

[Signature Page to Security Interest Grant Intellectual Property]

SCHEDULE A
PATENTS

Title	Owner	Country	Patent No.
Ice Cream Sandwich Cartoner	DariFill, Inc.	US	10071831
Ice Cream Sandwich Apparatus	DariFill, Inc.	US	10010096
Ice Cream Sandwich Apparatus	DariFill, Inc.	US	9199747
Ice Cream Sandwich-Making Machine	DariFill, Inc.	US	7874130

SCHEDULE B
TRADEMARKS

None,

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SCHEDULE C
COPYRIGHTS

None.