

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Calip Holdings Inc.		06/07/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	0281725	DOLLY MADISON	
Registration Number:	0657517	DOLLY MADISON	
Registration Number:	0657518		
Registration Number:	1934818	DOLLY MADISON	
Registration Number:	4038765	CENTRONE'S THE ORIGINAL	
Registration Number:	3808568	SLENDER TREAT	
Registration Number:	3999202	DOLLY MADISON OLD FASHIONED ICE CREAM	
Registration Number:	3254813	BUNGALOW BAR	
Registration Number:	3457985	BUNGALOW BAR	
Serial Number:	87399298	SEDUTTO	
Serial Number:	87399280	CREMA DI ELEGANZA	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	888-829-5819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		

OP \$290.00 0281725

Address Line 4:	Chicago, ILLINOIS 60604
NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	06/10/2019
Total Attachments: 7 source=12. Trademark Collateral Agreement#page1.tif source=12. Trademark Collateral Agreement#page2.tif source=12. Trademark Collateral Agreement#page3.tif source=12. Trademark Collateral Agreement#page4.tif source=12. Trademark Collateral Agreement#page5.tif source=12. Trademark Collateral Agreement#page6.tif source=12. Trademark Collateral Agreement#page7.tif	

TRADEMARK COLLATERAL AGREEMENT

This 7th day of June, 2019, Calip Holdings Inc., a New York corporation ("*Debtor*") with its principal place of business and mailing address at 10 Minuteman Way, Brockton, Massachusetts 02301, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A. ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement dated as of the date hereof by and among Debtor, the other parties to such Security Agreement signing as "*Debtors*" thereto, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

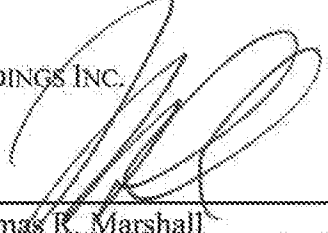
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations law of the State of New York) without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CALIP HOLDINGS INC.

By 
Name: Thomas R. Marshall
Title: EVP

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CALIP HOLDINGS INC.

By _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

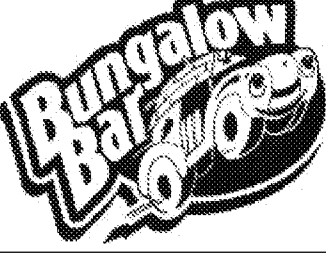
BMO HARRIS BANK N.A.

By Manuel Diaz
Name: Manuel Diaz
Title: Director

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Mark	App. No.	App. date	Reg. No.	Reg. Date	Owner
DOLLY MADISON	71308638	December 5, 1930	0281725	March 24, 1931	Calip Holdings Inc.
DOLLY MADISON 	72005865	April 5, 1956	0657517	January 21, 1958	Calip Holdings Inc.
	72005866	April 5, 1956	0657518	January 21, 1958	Calip Holdings Inc.
DOLLY MADISON 	74515725	April 20, 1994	1934818	November 14, 1995	Calip Holdings Inc.
	77193242	May 30, 2007	4038765	October 11, 2011	Calip Holdings Inc.
SLENDER TREAT	78660619	June 29, 2005	3808568	June 22, 2010	Calip Holdings Inc.
	78805464	February 2, 2006	3999202	July 19, 2011	Calip Holdings Inc.
BUNGALOW BAR	78625011	May 6, 2005	3254813	June 26, 2007	Calip Holdings Inc.

	78625013	May 6, 2005	3457985	July 1, 2008	Calip Holdings Inc.
SEDUTTO	87399298	April 5, 2017			Calip Holdings Inc.
CREMA DI ELEGANZA	87399280	April 5, 2017			Calip Holdings Inc.