

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TERRI LYNN, INC.		06/15/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	MB FINANCIAL BANK, N.A.		
Street Address:	6111 N. RIVER ROAD		
City:	ROSEMONT		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4905883	TERRI LYNN CARES	
Registration Number:	4744882	TERRI LYNN CARES	
Registration Number:	3775500	LIKE YOU'VE NEVER TASTED BEFORE	
Registration Number:	2116996	STRICTLY BERRIES	
Registration Number:	2083688		
Registration Number:	1779081	TERRI LYNN	
Registration Number:	1680706	TERRI LYNN	
Serial Number:	87144869	INDULGE IN YOU	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	320868-37		
NAME OF SUBMITTER:	HUMBERTO AQUINO		

CH \$215.00 4905883

SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	07/10/2017
Total Attachments: 13 source=IPSA - Terry Lynn#page1.tif source=IPSA - Terry Lynn#page2.tif source=IPSA - Terry Lynn#page3.tif source=IPSA - Terry Lynn#page4.tif source=IPSA - Terry Lynn#page5.tif source=IPSA - Terry Lynn#page6.tif source=IPSA - Terry Lynn#page7.tif source=IPSA - Terry Lynn#page8.tif source=IPSA - Terry Lynn#page9.tif source=IPSA - Terry Lynn#page10.tif source=IPSA - Terry Lynn#page11.tif source=IPSA - Terry Lynn#page12.tif source=IPSA - Terry Lynn#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 15, 2017, is by and between Terri Lynn, Inc., an Illinois corporation ("Grantor") and MB Financial Bank, N.A. ("Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit and Security Agreement, dated as of June 15, 2017 (the "Credit Agreement"), by and among Grantor, certain other Borrowers and Secured Party, Secured Party has agreed to make loans and advances to Borrowers; and

WHEREAS, as a condition to Secured Party entering into the Credit Agreement, Secured Party has required Grantor to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and Secured Party, hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of Illinois; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Illinois, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of Grantor anywhere in the world, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Copyright.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in Section 2 of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of Grantor and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents anywhere in the world including, without limitation, the patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Patent.

“Permitted Liens” means Liens in favor of Secured Party.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean the collective reference to (i) all Obligations of Borrowers to Secured Party under the Credit Agreement, and (ii) all obligations of Grantor under this Agreement, respectively (including, without limitation, default interest accruing at the then applicable rate provided in the Credit Agreement and interest accruing at the then applicable rate after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Grantor, and post-filing or post-petition interest, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, or any other document executed and delivered in connection therewith, in each case whether on account of principal, interest, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to Secured Party that are required to be paid by Grantor pursuant to the terms of any of the foregoing agreements).

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor anywhere in the world, whether registered or unregistered, including, without limitation, the trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right under any Trademark.

SECTION 2. Grant of Security Interest. As further security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to Secured Party and reaffirms its prior grant to Secured Party of a lien and continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All of the following: all trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (h) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (i) All of the Grantor's rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantor. Except as set forth below in this Section 3, the Grantor shall undertake the following with respect to each of the items respectively set forth on EXHIBITS A, B and C (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property, if applicable, and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect. For the sake of clarity, it shall not constitute a Material Adverse Effect for Grantor to allow any Intellectual Property to go abandoned, or otherwise dispose of such Intellectual Property to the extent permitted by the Credit Agreement, if, in Grantor's reasonable judgment and determination, such Intellectual Property is no longer material to the conduct of Grantor's business.

(b) At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor reasonably deems necessary or desirable under the circumstances to pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein.

(c) At the Grantor's sole cost, expense, and risk, take any and all action which the Grantor deems reasonably necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

SECTION 4. Grantor's Representations and Warranties. In addition to any representations and warranties contained in the Guaranty, Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all registered United States Copyrights owned by Grantor.

(b) **EXHIBIT B** is a true, correct and complete list of all registered United States Patents owned by Grantor.

(c) **EXHIBIT C** is a true, correct and complete list of all registered United States Trademarks owned by Grantor.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by Grantor is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by Grantor is, and shall remain, free and clear of all Liens other than Permitted Liens.

(f) To Grantor's knowledge, Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No

claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property. To the Grantor's knowledge, the use by Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered against Grantor by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any material respect.

(g) Grantor shall give Secured Party prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property.

(ii) Grantor's becoming entitled to the benefit of any material registered Intellectual Property whether as licensee or licensor.

(iii) Grantor's entering into any new Licenses with respect to any material Intellectual Property.

(iv) Grantor's knowing that any application or registration relating to any material Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding Grantor's ownership of, or the validity or enforceability of, any material Intellectual Property or Grantor's right to register the same or to own and maintain the same.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), and (iii) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by Grantor of any additional material Intellectual Property, Grantor shall promptly deliver to Secured Party an updated EXHIBIT A, B, and/or C (as applicable) to this Agreement and hereby authorizes the Lender to file, at Grantor's expense, such updated Exhibit as set forth in Section 5(b).

(b) Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence Secured Party's security interest in any material Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and the Grantor hereby appoints Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being

hereby ratified and confirmed; provided, however, that Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantor's Rights To Enforce Intellectual Property. So long as no Event of Default has occurred and is continuing, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantor provides Secured Party with written notice of the Grantor's institution of any legal proceedings for enforcement of any IP Collateral;

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral; and

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Grantor, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Grantor's Rights to License Intellectual Property. Grantor shall provide prompt written notice to Secured Party of the licensing of any material Intellectual Property by Grantor to a third party. Secured Party agrees that all rights of any licensee of the Intellectual Property shall survive any exercise of rights and remedies by Secured Party in connection with this Agreement, including any foreclosure and subsequent transfer of such Intellectual Property by Secured Party. Secured Party further agrees, following the reasonable request of the Grantor or any licensee of the Intellectual Property and at the Grantor's or such licensee's expense, to execute such documents and to take such actions as may be reasonably requested by the Grantor or such licensee to preserve and protect the rights of any such licensee.

SECTION 8. Lender's Actions To Protect Intellectual Property. In the event of the occurrence and continuance of any Event of Default, Secured Party, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in Secured Party's own right in connection with protection and preservation of the IP Collateral.

SECTION 9. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, Secured Party may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Illinois, with respect to the Intellectual Property, in addition to which Secured Party may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which Grantor is subject under applicable law and by contract. Any Person may conclusively rely upon an affidavit of an officer of Secured Party that an Event of Default has occurred and that Secured Party is authorized to exercise such rights and remedies.

SECTION 10. Secured Party As Attorney-In-Fact.

(a) Grantor hereby irrevocably makes, constitutes and appoints Secured Party (and all officers, employees or agents designated by Secured Party) as and for Grantor's true and lawful agent and attorney-in-fact, and in such capacity Secured Party shall have the right, with power of substitution for Grantor and in Grantor's name or otherwise, for the use and benefit of Secured Party:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly applied for, registered, or acquired Intellectual Property of Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Secured Party reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which Grantor is subject under applicable law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of Secured Party.

(c) Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10(a), but if Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of Secured Party.

SECTION 11. Secured Party's Rights. Any use by Secured Party of the Intellectual Property, as authorized hereunder in connection with the exercise of Secured Party's rights and remedies under this Agreement shall be without any liability for royalties or other related charges.

SECTION 12. Further Assurances. Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as Secured Party may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the

security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Choice of Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the conflicts of laws principles thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTOR:

TERRILYNN, INC.

By: 

Name: Terri L. Schuck

Title: President

Address for Notices:

1450 Bowes Dr. d
Elgin, IL 60123

Fax: _____

Attn: Terri L. Schuck

SECURED PARTY:

MB FINANCIAL BANK, N.A.

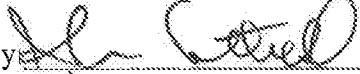
By: 
Name: JOHN LITTLE
Title: SR V.P.

EXHIBIT A
List of Copyrights

Copyright Registrations

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pecan Package	VA0001187239	10/15/02

EXHIBIT B

List of Patents and Patent Applications

None

EXHIBIT C

List of Trademarks and Trademark Applications

Title	Application Number	Application Date	Registration No.	Registration Date
INDULGE IN YOU	87144869	8/19/16	N/A	N/A
TERRI LYNN CARES	86396335	9/16/14	4905883	2/23/16
TERRI LYNN CARES	86227433	3/20/14	4744882	5/26/15
LIKE YOU'VE NEVER TASTED BEFORE	77500669	6/17/08	3775500	4/13/10
STRICTLY BERRIES	75148963	8/12/96	2116996	11/25/97
DESIGN ONLY	75127640	7/1/96	2083688	7/29/97
TERRI LYNN	74323182	10/19/92	1779081	6/29/93
TERRI LYNN	74112616	11/5/90	1680706	3/24/92

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