

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE MOCHI ICE CREAM COMPANY		06/28/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WOODFOREST NATIONAL BANK, AS ADMINISTRATIVE AGENT		
Street Address:	865 S. FIGUEROA STREET		
Internal Address:	SUITE 3300		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5220026	MY/MO	
Registration Number:	4272461	FLAVOR YOUR DREAMS	
Registration Number:	4125670	MOCHILATO	
Registration Number:	3970830	MOCHILATO	
Registration Number:	1934454	MOCHI	
Registration Number:	1903718	MIKAWAYA	
Serial Number:	87682275	MOCHI BAR	
Registration Number:	5386698	MY/MO	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8446		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	VICKIE LEE c/o KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	VICKIE LEE		

CH \$215.00 5220026

SIGNATURE:	/VICKIE LEE/
DATE SIGNED:	06/29/2018
Total Attachments: 4 source=WNB_Mochi - Trademark Security Agreement#page1.tif source=WNB_Mochi - Trademark Security Agreement#page2.tif source=WNB_Mochi - Trademark Security Agreement#page3.tif source=WNB_Mochi - Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by THE MOCHI ICE CREAM COMPANY, a California corporation (the “*Grantor*”), in favor of WOODFOREST NATIONAL BANK, as administrative agent (in such capacity, the “*Agent*”) for the Lenders (defined below) party to the Credit Agreement dated as of June 28, 2018 among the Grantor (in such capacity, the “*Borrower*”), the several banks and other lenders from time to time party thereto (the “*Lenders*”, and collectively with the Agent, the “*Creditor Parties*”) (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

The Lenders have agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement. As a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Security Agreement, dated as of June 28, 2018 in favor of the Agent for the benefit of the Creditor Parties (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Creditor Parties, a security interest in, all of Grantor’s right, title or interest in or to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I (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*”).

SECTION 3. *Security Agreement*. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Creditor

Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

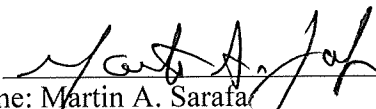
SECTION 4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. **Execution In Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above

THE MOCHI ICE CREAM COMPANY,
a California corporation

By: 
Name: Martin A. Sarafa
Title: Vice President and Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 006367 FRAME: 0511

Schedule I

#	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark
1.	My/Mo (word and design)	87975275	04-19-2016	5220026	06-06-2017	Registered
2.	Flavor Your Dreams (block letters)	77242617	07-30-2007	4272461	01-08-2013	Registered
3.	Mochilato (block letters)	77218631	06-29-2007	4125670	04-10-2012	Registered
4.	Mochilato (block letters)	77050928	11-27-2006	3970830	05-31-2011	Registered
5.	Mochi (stylized letters)	74550170	07-18-1994	1934454	11-07-1995	Renewed (Registered)
6.	Mikawayaya (word only)	74443303	10-04-1993	1903718	07-04-1995	Renewed (Registered)
7.	Mochi Bar (block letters)	87682275	11-13-2017	N/A	N/A	Pending
8.	My/Mo (block letters)	87558701	08-07-2017	5386698	01-23-2018	Registered