

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUGARFINA, INC.		09/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N 1ST STREET		
Internal Address:	6TH FLOOR		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	88108685	SUGARFINA	
Serial Number:	87514303	BOURBON BEARS	
Serial Number:	87461714	MOSCOW MULE BEARS	
Serial Number:	87911809	THE VICE COLLECTION	
Registration Number:	5433600	SUGARFINA	
Serial Number:	87665447	PEACH BELLINI	
Serial Number:	87665446	SUGAR LIPS	
Serial Number:	87665444	CHAMPAGNE BEARS	
Serial Number:	87665442	SUGARFINA	
Serial Number:	87664755	CHAMPAGNE BEARS	
Serial Number:	87586905		
Serial Number:	87586901		
Serial Number:	87576950	SAKE-TINI BEARS	
Serial Number:	87514332	SUGARFINA	
Serial Number:	87514320	SUGARFINA	
Registration Number:	5352422	GREEN JUICE BEARS	
Serial Number:	87461715	COLD BREW BEARS	
Registration Number:	5466509	ROSÉ BEARS	

CH \$790.00 88108685

Property Type	Number	Word Mark
Registration Number:	5557215	SKINNY MARGARITA
Registration Number:	5189927	ROSE ALL DAY
Serial Number:	87264489	CANDY CUBE
Registration Number:	5072441	GUMMY LOVE
Registration Number:	4981752	PEACH BELLINI
Registration Number:	4943323	SUGAR LIPS
Registration Number:	4943322	CUBA LIBRE
Registration Number:	4838646	CANDY BENTO BOX
Registration Number:	4799040	BUBBLY BEARS
Registration Number:	4676875	
Registration Number:	4677276	SUGARFINA
Registration Number:	4293752	CHAMPAGNE BEARS
Registration Number:	4405745	SUGARFINA

CORRESPONDENCE DATA

Fax Number: 4048853900

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.

Phone: 4048853868

Email: rusty.close@troutman.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	252807.000017
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	10/08/2018

Total Attachments: 12

source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page1.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page2.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page3.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page4.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page5.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page6.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page7.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page8.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page9.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page10.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page11.tif
source=AvidBank_Sugarfina (Executed Intellectual Property Security Agreement 9_18)#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of September 28, 2018 by and between **AVIDBANK (“Bank”)** and **SUGARFINA, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Obligations, Grantor grants and pledges to Bank a security interest in all such Grantor’s right, title and interest in, to and under its Intellectual Property, including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations in part thereof.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions

of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SUGARFINA, INC.

By: 

Name: Lisa Harris

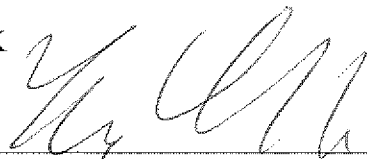
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

BANK:

AVIDBANK

By: _____



Name: Larry LaCroix

Title: Executive Vice President

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
Custom Gifts Catalog (2017)	TXu002064702	10/05/2017
Sugarfina Bento Box Open View 1	VA0001963482	08/08/2014
Sugarfina Fishscale	VA0001963484	08/08/2014
Sugarfina Holiday Custom Catalog (2017)	TXu002069065	10/24/2017
Sugarfina Slider Box Open	VA0001963483	08/08/2014

EXHIBIT B

Patents

Description	Application/Registration Number	Application/Registration Date
Packaging and Display Apparatus	10,053,274	08/21/2018
Packaging	D731,323	06/09/2015
Packaging	D755,641	05/10/2016
Packaging	D763,683	08/16/2016
Packaging	D763,684	08/16/2016
Packaging	D823,134	07/17/2017
Packaging	D823,696	07/24/2018

Description	Application/Registration Number	Application/Registration Date
Packaging	D826,069	08/21/2018
Packaging	D826,731	08/28/2018
Packaging	D826,734	08/28/2018
Packaging	D826,735	08/28/2018
Packaging	D826,736	08/28/2018
Packaging Assembly	15/064,188	03/08/2016

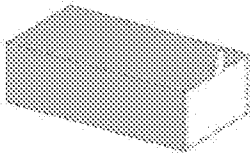
EXHIBIT C

Trademarks

Description	Application/Registration Number	Application/Registration Date
SUGARFINA	88/108,685	09/07/2018
BOURBON BEARS	87/514,303	07/03/2017
MOSCOW MULE BEARS	87/461,714	05/24/2017
THE VICE COLLECTION	87/911,809	05/08/2018
SUGARFINA	5,433,600	03/27/2018
PEACH BELLINI	87/665,447	10/30/2017
SUGAR LIPS	87/665,446	10/30/2017

Description	Application/Registration Number	Application/Registration Date
CHAMPAGNE BEARS	87/665,444	10/30/2017
SUGARFINA	87/665,442	10/30/2017
CHAMPAGNE BEARS	87/664,755	10/30/2017
	87/586,905	08/28/2017
	87/586,901	08/28/2017
SAKE-TINI BEARS	87/576,950	08/21/2017
SUGARFINA (& design)	87/514,332	07/03/2017

Description	Application/Registration Number	Application/Registration Date
SUGARFINA	87/514,320	07/03/2017
GREEN JUICE BEARS	5,352,422	12/05/2017
COLD BREW BEARS	87/461,715	05/24/2017
ROSÉ BEARS	5,466,509	05/08/2018
SKINNY MARGARITA	5,557,215	09/04/2018
ROSE ALL DAY	5,189,927	04/25/2017
CANDY CUBE	87/264,489	12/11/2016
GUMMY LOVE	5,072,441	11/01/2016

Description	Application/Registration Number	Application/Registration Date
PEACH BELLINI	4,981,752	06/21/2016
SUGAR LIPS	4,943,323	04/19/2016
CUBA LIBRE	4,943,322	04/16/2016
CANDY BENTO BOX	4,838,646	10/20/2015
BUBBLY BEARS	4,799,040	08/25/2015
	4,676,875	01/20/2015
SUGARFINA	4,677,276	01/27/2015
CHAMPAGNE BEARS	4,293,752	02/19/2013

Description	Application/Registration Number	Application/Registration Date
SUGARFINA (& design)	4,405,745	09/24/2013