

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fevertree Limited		03/12/2013	private limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Lloyds TSB Bank plc		
Street Address:	33 Old Broad Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 1HZ		
Entity Type:	public limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3118764	FEVERTREE	
CORRESPONDENCE DATA			
Fax Number:	9374496405		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	937-449-6400		
Email:	sherrie.hilty@dinsmore.com		
Correspondent Name:	Kimberly Gambrel, Dinsmore & Shohl LLP		
Address Line 1:	One South Main Street, Suite 1300		
Address Line 2:	Fifth Third Center		
Address Line 4:	Dayton, OHIO 45402		
ATTORNEY DOCKET NUMBER:	FEV0001TA/36865.1		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$40.00 3118764

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Kimberly Gambrel
Signature:	/Kimberly Gambrel/
Date:	06/10/2013

Total Attachments: 14

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This Debenture is made on

12 March

2013

Between:

- (1) The Companies whose names, company numbers and registered offices are set out in Schedule 1 (the "Original Companies") and each an "Original Company"); and
- (2) Lloyds TSB Bank plc (the "Security Agent") as security agent and trustee for the Secured Parties (as defined in the Facilities Agreement defined below).

Background:

- (A) The Finance Parties have agreed to make available a term and revolving facilities of up to [REDACTED] under and pursuant to the terms of a facilities agreement dated on or about the date of this Debenture and made between (amongst others) Fevertree Topco Limited registered in England and Wales with company number 08415302 (the "Parent") and the Agent (as defined therein) (the "Facilities Agreement").
- (B) It is a condition precedent to the availability of the facilities under the Facilities Agreement that the Original Companies enter into this Debenture.

It is agreed as follows:

SECTION 1
INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Debenture, terms defined in the Facilities Agreement shall have the same meanings when used in this Debenture and the following expressions shall have the following meanings:

"2002 Act" means the Land Registration Act 2002.

"2003 Rules" mean the Land Registration Rules to the Land Registration Act 2002.

"Accession Deed" means a document substantially in the form set out in Schedule 7 (*Form of Accession Deed*).

"Administrator" means any administrator appointed pursuant to this Debenture.

"Applications" means any and all applications for the registration of the Intellectual Property which have been made as at the date of this Debenture or are made at any time during such time as this Debenture remains in force by or on behalf of the Company in any registry or office in any part of the world.

Parties in connection with the Secured Liabilities or generally in respect of the Company or the Transaction Security Documents (including, without limitation, legal fees) on a full indemnity basis,

but excluding any obligation which, if it were included, would result in this Debenture contravening Section 678 of the Companies Act 2006.

"**Securities**" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company, including, without limitation, any of the same specified in Schedule 3 (*The Shares*), together with all property and rights of the Company in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

"**Security Financial Collateral Arrangement**" shall have the meaning given to that expression in the Financial Collateral Regulations.

"**Security Interests**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Shares**" mean the shares listed in Schedule 3 (*The Shares*), if any, to this Debenture.

"**Specified Contracts**" means each of the contracts specified in Schedule 5 (*Specified Contracts*) and any other contract designated as a "Specified Contract" in writing by the Security Agent and a Company.

"**Trade Marks**" means the trade marks and service marks particulars of which are set out in Part 1 of Schedule 4 and all rights of any description in any country (whether registered or registrable or not) in trade marks service marks trade names and business names to the extent that any of the same will be required in the marketing and sale of any products or the business of any Company as carried on for the time being together with all the goodwill of the business of the Company relating thereto.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Debenture to:
- (i) "**administrators**" are references to administrators appointed under the Insolvency Act, and include administrators appointed under the out-of-court procedure under the Insolvency Act;
 - (ii) the "**Company**" or "**Companies**", "**Agent**", "**Finance Party**" or "**Finance Parties**", "**Secured Party**" or "**Secured Parties**", "**Lender**", "**Receiver**", "**Administrator**" or "**Security Agent**" shall be construed so as to include its successors in title, permitted assigns, permitted transferees and any delegate of any such person;
 - (iii) a document in "**agreed form**" is a document which is previously agreed in writing by or on behalf of a Company and any Secured Party;
 - (iv) "**assets**" includes present and future properties, revenues and rights of every description;

SECTION 3

SECURITY

4. SECURITY

4.1 General provisions

The Security Interest created under this Debenture:

- (a) is continuing security for the payment and discharge of the Secured Liabilities; and
- (b) is created in favour of the Security Agent as agent and trustee, and the Security Agent holds the benefit of this Debenture on trust for the Secured Parties.

4.2 Scheduled Property

Each Company charges, with full title guarantee, by way of first legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property.

4.3 Other Property

Each Company charges, with full title guarantee, by way of first fixed charge, the Property (except the Scheduled Property validly charged in Clause 4.2 (*Scheduled Property*) above) and all Rights relating to such Property.

4.4 Specified Contracts

Each Company assigns, with full title guarantee, by way of absolute legal assignment, the Specified Contracts together with:

- (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Property;
- (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person; and
- (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

4.5 Book Debts

Each Company charges, with full title guarantee, by way of first fixed charge, the Book Debts.

4.6 Intellectual Property

- (a) Each Company charges, with full title guarantee by way of first fixed charge, all the Intellectual Property and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) now or in the future owned,

possessed or controlled by that Company (whether alone or with others) anywhere in the world.

- (b) Each Company charges, with full title guarantee by way of first fixed charge, the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of that Company relating to the use or exploitation by or on behalf of that Company anywhere in the world of any Intellectual Property owned by others.
- (c) Each Company charges, with full title guarantee by way of fixed charge such part of the Materials now in existence and owned by each Company.
- (d) Each Company charges, with full title guarantee by way of fixed charge such part of the Materials not yet in existence but created or acquired by the Company after the date of this Debenture.
- (e) Each Company charges, with full title guarantee by way of fixed charge all Applications.
- (f) Each Company charges, with full title guarantee, by way of first fixed charge, all that Company's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world.

4.7 **Plant and Machinery**

Each Company charges, with full title guarantee, by way of first fixed charge, the Plant and Machinery.

4.8 **Shares, Securities and Derivative Assets**

- (a) Each Company charges, with full title guarantee, by way of first fixed charge, the Shares.
- (b) Each Company charges, with full title guarantee, by way of first fixed charge, the Securities.
- (c) Each Company charges, with full title guarantee, by way of first fixed charge, all Derivative Assets of a capital nature.
- (d) Each Company charges, with full title guarantee, by way of first fixed charge, all Derivative Assets of an income nature.

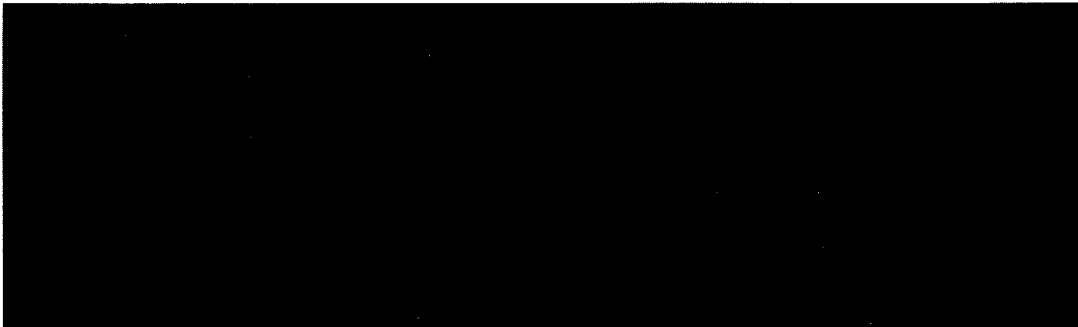
4.9 **Bank Accounts**

Each Company charges, with full title guarantee, by way of first fixed charge, all present and future bank accounts, cash at bank and credit balances of that Company (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).

4.10 **Goodwill**

Each Company charges, with full title guarantee, by way of first fixed charge, all the goodwill and uncalled capital for the time being of that Company.

4.11 **Insurance**



4.14 **Floating Charge**

- (a) Each Company charges, with full title guarantee, by way of first floating charge, all the undertaking and assets of that Company whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of that Company referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.2 (*Scheduled Property*) to 4.13 (*Accruals etc*) (inclusive) of this Debenture.
- (b) The floating charge created by this Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.



SECTION 5
DEFAULT AND ENFORCEMENT OF SECURITY

15. DEFAULT

15.1 Enforcement

The Security Interests granted under this Debenture shall become enforceable and the Security Agent will be entitled to exercise all or any of the powers conferred on a mortgagee by the LPA (as varied or extended by this Debenture), all or any of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act) by the Insolvency Act and all or any of the rights and powers conferred by this Debenture, without further notice immediately:

- (a) on the occurrence of an Event of Default which is continuing; or
- (b) if any Company requests the Security Agent or any other of the Secured Parties to appoint an administrator or a receiver over the whole or any part of its undertaking or assets.

15.2 Consequences of default

On and at any time after the Security Interest constituted by this Debenture becomes enforceable, the Security Agent and/or the Agent in its absolute discretion may:

- (a) by written notice to any Company, declare the Secured Liabilities to be immediately due and payable, together with all accrued interest thereon and any other sums then owed by the Companies under this Debenture and, upon that declaration, such sums shall become immediately due and payable without further demand or notice of any kind, and the right to receive or the requirement to serve all or any of which are hereby expressly waived by the Companies; and/or
- (b) by written notice to any Company, declare the Secured Liabilities to be due and payable on demand of the Security Agent or the Agent together with all accrued interest thereon and any other sums then owed by the Companies under this Debenture; and/or
- (c) hold the Security Interest constituted by this Debenture to be enforceable; and/or
- (d) date and complete any blank stock transfer form held by it and file such form with the relevant company; and/or
- (e) appropriate (for the purposes of the Financial Collateral Regulations) any part or the whole of the Financial Collateral secured by this Debenture.

15.3 Financial Collateral

To the extent that any of the Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Debenture, the Security Agent shall have the right, at any time after the Security Interests granted under this Debenture become enforceable, to appropriate all or any part of those Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Assets appropriated in accordance with this Clause 15.3 (*Financial Collateral*) shall be:

SECTION 6
ASSIGNMENT

29. ASSIGNMENT

- 29.1 No Company shall be entitled to assign, transfer, novate or dispose of all or any part of, or any interest in, its rights, benefit or obligations under this Debenture.
- 29.2 The Security Agent may assign, transfer, novate or dispose of all or any part of, or any interest in, its rights and obligations under this Debenture, without regard to any equities between any Company and the Secured Parties and without the consent of any Company. Each or any Company shall be obliged to execute a novation agreement on request by a Lender.
- 29.3 The Security Agent may disclose to any person any information concerning any Company and its Subsidiaries (if any) in accordance with the provisions of the Facilities Agreement.

SECTION 8
GOVERNING LAW AND JURISDICTION

42. GOVERNING LAW

This Debenture and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) is governed by and shall be construed in accordance with English law.

43. ENFORCEMENT

43.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a "Dispute").
- (b) The Security Agent and each Company agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly none of them will argue to the contrary.
- (c) This Clause 43.1 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

43.2 Freedom of Choice

The submission to the jurisdiction of the courts referred to in Clause 43.1 (*Jurisdiction*) shall not (and shall not be construed so as to) limit the right of the Security Agent or any Secured Party to take proceedings against any Obligor in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

43.3 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Company:

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture;
- (b) agrees that failure by a process agent to notify any Company of the process will not invalidate the proceedings concerned provided that service has been made on the agent appointed under (a) above; and
- (c) if any person appointed as process agent is unable for any reason to act as agent for service of process, the relevant Company must immediately (and in any event within 3 Business Days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

SCHEDULES

Schedule 1

The Companies

Name	Registered number	Registered office
Fevertree Topco Limited	08415302	Kildare House, 3 Dorset Rise, London EC4Y 8EN
Fevertree Limited	05291668	Kildare House, 3 Dorset Rise, London EC4Y 8EN

Schedule 4

Part 1

The Trade Marks

Proprietor	Mark	Number	Country	Class	Renewal Date
Fevertree Limited	FEVER-TREE	1116493	Australia	32	31 May 2016
Fevertree Limited	FEVER-TREE	1483970	Australia	33	26 October 2021
Fevertree Limited	Tree logo	1176838	Australia	33	28 March 2017
Fevertree Limited	FEVER-TREE	1328081	Canada	32	11 January 2025
Fevertree Limited	FEVER-TREE	5601975	China	32	20 February 2020
Fevertree Limited	FEVERTREE	460173	Columbia	32	26 October 2022
Fevertree Limited	FEVER-TREE	193887	Dominican Republic	32	19 March 2022
Fevertree Limited	FEVER-TREE	003945698	EU	32	31 July 2014
Fevertree Limited	FEVER-TREE	1110254	EU	33	26 October 2021
Fevertree Limited	MEDITERRANEAN FEVER	1107516	EU	32	22 November 2021
Fevertree Limited	MEDITERRANEAN TONIC WATER	09933551	EU	32	31 August 2020
Fevertree Limited	Tree logo	000528971-0001	EU	No class specified	31 May 2016
Fevertree Limited	Tree logo	010803559	EU	32 & 33	30 April 2022
Fevertree Limited	FEVER-TREE	300779653	Hong Kong	32	13 December 2016

Fevertree Limited	FEVER-TREE	1625155	India	32	27 November 2017
Fevertree Limited	Tree logo	1625154	India	32	27 November 2017
Fevertree Limited	FEVERTREE	IDM00033664	Indonesia	32	11 June 2020
Fevertree Limited	FEVER-TREE	5059272	Japan	32	29 June 2017
Fevertree Limited	Tree logo	920316	Japan	32	28 March 2017
Fevertree Limited	Tree logo	09008497	Malaysia	32	25 May 2019
Fevertree Limited	FEVER-TREE	1275822	Mexico	32	26 October 2021
Fevertree Limited	FEVER-TREE	00005149	Peru	32 & 33	31 October 2022
Fevertree Limited	FEVER-TREE	913158	Russian Federation	32	20 December 2016
Fevertree Limited	Tree logo	920316	Russian Federation	32	28 March 2017
Fevertree Limited	FEVER-TREE	1245/91	Saudi Arabia	32	19 October 2019
Fevertree Limited	Tree logo	1245/91	Saudi Arabia	32	19 October 2019
Fevertree Limited	FEVER-TREE	T1001466A	Singapore	32	5 February 2020
Fevertree Limited	Tree logo	T10011468H	Singapore	32	5 February 2020
Fevertree Limited	FEVER TROLLEY	2.863.959(6)	Spain	20	17 February 2019
Fevertree Limited	FIEBRE POR LA TONICA	2.818.815(2)	Spain	32	14 March 2018
Fevertree Limited	MIXERS & Tree logo	2.987.761/X	Spain	32	14 June 2021

Fevertree Limited	PREMIUM INDIAN TONIC WATER	2.820.101(9)	Spain	32	26 March 2018
Fevertree Limited	FEVER-TREE	2006/30585	South Africa	32	14 December 2016
Fevertree Limited	Tree logo	2011/06079	South Africa	32	14 March 2021
Fevertree Limited	FEVER-TREE	626148	Switzerland	32	25 October 2021
Fevertree Limited	FEVER-TREE	Kor 272974	Thailand	32	16 November 2016
Fevertree Limited	FEVER-TREE	95485	United Arab Emirates	32	12 February 2017
Fevertree Limited	FEVER-TREE	2441040	United Kingdom	32	8 December 2016
Fevertree Limited	FEVER-TREE	2598681	United Kingdom	33	21 October 2021
Fevertree Limited	MEDITERRA NEAN FEVER	2601725	United Kingdom	33	18 November 2021
Fevertree Limited	NATURALLY LIGHT and Tree logo	2601723	United Kingdom	32	18 November 2021
Fevertree Limited	Tree logo	2449575	United Kingdom	32	15 March 2017
Fevertree Limited	FEVERTREE	3118764	USA	32	25 July 2016
Fevertree Limited	FEVER-TREE	79038303	USA	32	20 December 2016
Fevertree Limited	Tree logo	3449683	USA	32	28 March 2017
Fevertree Limited	MEDITERRA NEAN FEVER	4248085	USA	33	22 November 2021
Fevertree Limited	FEVER-TREE	913158	World Intellectual Property Organisation	32	20 December 2016

Fevertree Limited	FEVER-TREE	1110254	World Intellectual Property Organisation	33	26 October 2021
Fevertree Limited	MEDITERRANEAN FEVER	1107516	World Intellectual Property Organisation	33	22 November 2021
Fevertree Limited	Tree logo	920316	World Intellectual Property Organisation	32	28 March 2017
Fevertree Limited	NATURALLY LIGHT & Tree logo	1131020	World Intellectual Property Organisation	32	17 April 2022

Part 2

The Domain Name

Domain Name	Registrant	Renewal Date
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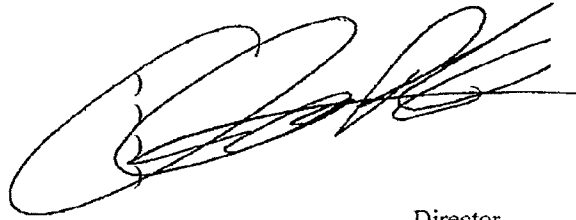
Part 3

Registered Designs

Registered reference	Design and Registrant	Renewal Date
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The Companies

Executed and Delivered as a Deed
for and on behalf of
Fevertree Topco Limited acting by:



Director



Director / Secretary

Executed and Delivered as a Deed
for and on behalf of
Fevertree Limited
acting by:



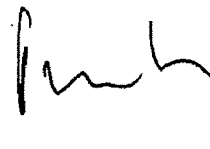
Director



Director / Secretary

The Security Agent

Executed and Delivered as a Deed
for and on behalf of
Lloyds TSB Bank plc as Security Agent
in the presence of:

)
)
)
)
)


Authorised attorney

Witness Signature: *KARI MACASPINA*

Witness Name: *KARI MACASPINA*

Address: *CNS CAMERON NICKSON & CO
60 ADELPHI STREET,
LONDON, EC4A 4PD*

Occupation: *SOLICITOR*