

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUMI, Inc.		02/21/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GERBER FINANCE INC.		
Street Address:	488 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	85125287	REAL INGREDIENTS 100% NOTHING ELSE	
Serial Number:	75722982	BERRIED TREASURES	
Serial Number:	85122635	CELEBRATING PEOPLE, PLANET AND PURE TEA	
Serial Number:	75722977	DRY DESERT LIME	
Serial Number:	76175022	IN EACH CUP BREW A THOUSAND STORIES	
Serial Number:	78952054	LEAVES OF ART	
Serial Number:	75722612	NUMI	
Serial Number:	77615806	REAL INGREDIENTS FOR A PURE TASTE	
Serial Number:	85632115	SAVORY TEA	
Serial Number:	75722984	SIMPLY MINT	
Serial Number:	75722980	TAKE THE TEA TRANSFORMATION	
Serial Number:	77315576	THE PUREST TEA ON THE PLANET	
Serial Number:	85778293	CARE	
Serial Number:	85561728	DOESN'T GET BITTER, GETS BETTER	
Serial Number:	85578415	NUMI ORGANIC	
Serial Number:	85578485	NUMI ORGANICS	
Serial Number:	85561756	ORGANICS IS MADE FOR HUMANS	
Serial Number:	85561818	SAVORY SIPS	
CORRESPONDENCE DATA			
			TRADEMARK

Fax Number: 2122925391

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-292-5390

Email: mail@ipcounselors.com

Correspondent Name: Sarah I. Cohen

Address Line 1: 60 E. 42nd Street, Suite 2410

Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER:	NUMI
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NAME OF SUBMITTER:	Sarah I. Cohen
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SIGNATURE:	/sarah i. cohen/
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DATE SIGNED:	05/01/2014
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Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 21, 2014, is made by NUMI, INC., a California corporation ("Grantor") with an address of 1050 22nd Avenue, Oakland, California, 94606 in favor of GERBER FINANCE INC., a New York corporation ("Lender") with an address of 488 Madison Avenue, New York, NY 10022.

WITNESETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 21, 2014 by and between Numi, Inc. ("Borrower") and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed; all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including 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 renewals and extensions thereof.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or

any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Patent License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of any Borrower's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Borrower's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

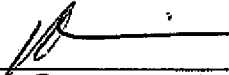
Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

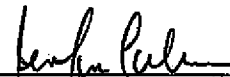
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NUMI, INC.

By: 
Name: Reem Raziq Hassani
Title: Co-Founder & Chief Brand Officer

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By: 
Name: Jennifer Palma
Title: Pres. dev't

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademark Registrations

Trademark	Country	Status (Registered/Pending)	Ser. No.	Reg. No	Filing Date	Reg. Date	Expiration/ Renewal Date
100% REAL INGREDIENTS, NOTHING ELSE	United States of America	Registered	85/125,287	3,979,633	08-Sep-2010	14-Jun-2011	14-Jun-2021
BERRIED TREASURES	United States of America	Registered	75/722,982	2,507,686	07-Jun-1999	13-Nov-2001	13-Nov-2021
CELEBRATING PEOPLE, PLANET AND PURE TEA	United States of America	Registered	85/122,635	3,979,624	03-Sep-2010	14-Jun-2011	14-Jun-2021
DRY DESERT LIME	United States of America	Registered	75/722,977	2,498,825	07-Jun-1999	16-Oct-2001	16-Oct-2021
IN EACH CUP BREW A THOUSAND STORIES	United States of America	Registered	76/175,022	2,506,546	04-Dec-2000	13-Nov-2001	13-Nov-2021
LEAVES OF ART	United States of America	Registered	78/952,054	3,253,721	15-Aug-2006	19-Jun-2007	19-Jun-2017
NUM1	Australia	Registered	905246	1152187	06-Nov-2006	11-Jul-2007	06-Nov-2016
NUM1	Caribbean Netherlands(Bonaire, St Eustatius,	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
NUM1	China (People's Republic)	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
NUM1	Curacao	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
NUM1	European Community	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016

NUM1	Inf'l Registration - Madrid Protocol Only	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
NUM1	Korea, Democratic People's Republic of	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
NUM1	Netherlands Antilles	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
NUM1	Russian Federation	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
NUM1	Singapore	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
NUM1	St. Maarten	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
NUM1	Ukraine	Registered	M201208344	171140	17-May-2012	27-May-2013	17-May-2022
NUM1	United States of America	Registered	75/722,612	2,428,927	04-Jun-1999	13-Feb-2001	13-Feb-2021
NUM1	Vietnam	Registered	905246	905246	06-Nov-2006	06-Nov-2006	06-Nov-2016
REAL INGREDIENTS FOR A PURE TASTE	United States of America	Registered	77/615,806	3,779,035	17-Nov-2008	20-Apr-2010	20-Apr-2020
SAVORY TEA	United States of America	Registered	85/632,115	4,397,951	22-May-2012	03-Sep-2013	03-Sep-2023
SIMPLY MINT	United States of America	Registered	75/722,984	2,458,268	07-Jun-1999	05-Jun-2001	05-Jun-2021
TAKE THE TEA TRANSFORMATIO N	United States of America	Registered	75/722,980	2,518,129	07-Jun-1999	11-Dec-2001	11-Dec-2021
THE PUREST TEA ON THE PLANET	United States of America	Registered	77/315,576	3,443,241	29-Oct-2007	03-Jun-2008	03-Jun-2018

2. Trademark Applications

Country	Trademark	Status (Registered/Pending)	Ser. No.	Reg. No	Filing Date	Reg. Date	Expiration/ Renewal Date
CARE	United States of America	Pending	85/778,293		13-Nov-2012		
DOESNT GET	United States of America	Pending	85/561,728		06-Mar-2012		

BITTER GETS BETTER	America							
NUMI (CL. 05)	South Korea	Pending	40-2013- 0054656			13-Aug-2013		
NUMI (CL. 25)	South Korea	Pending	40-2013- 0054657			13-Aug-2013		
NUMI (CL. 29)	South Korea	Pending	40-2013- 0054658			13-Aug-2013		
NUMI (CL. 30)	South Korea	Pending	40-2013- 0054661			13-Aug-2013		
NUMI (CL. 32)	South Korea	Pending	40-2013- 0054662			13-Aug-2013		
NUMI ORGANIC	United States of America	Pending	85/578,415			23-Mar-2012		
NUMI ORGANICS	United States of America	Pending	85/578,485			23-Mar-2012		
ORGANICS IS MADE FOR HUMANS	United States of America	Pending	85/561,756					
SAVORY SIPPS	United States of America	Pending	85/561,818			06-Mar-2012		

3. Trademark Licenses

None known to us.