

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325230

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hint, Inc.		11/26/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FCC, LLC		
<b>Doing Business As:</b>	First Capital Western Region, LLC		
<b>Street Address:</b>	601 S. Figueroa Street		
<b>Internal Address:</b>	Suite 3460		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3220650	DRINK WATER, NOT SUGAR	
<b>Registration Number:</b>	4214185	HINT	
<b>Registration Number:</b>	3979347	HINT	
<b>Registration Number:</b>	3184565	HINT	
<b>Registration Number:</b>	4543702	HINT	
<b>Registration Number:</b>	4610078	HINT	
<b>Registration Number:</b>	4357028	HINT DRINK WATER NOT SUGAR	
<b>Registration Number:</b>	3919978	HINT FIZZ	
<b>Registration Number:</b>	3729204	HINTTV	
<b>Registration Number:</b>	3535649	WATER THAT JUST TASTES BETTER	
<b>Registration Number:</b>	4642041	FIZZ IS THE SHIZ	
<b>Serial Number:</b>	85853594	AT LAST, WATER THAT MAKES YOUR MOUTH WAT	
<b>Serial Number:</b>	85566790	DRINK WATER, NOT SUGAR	
<b>Serial Number:</b>	85566647	FIZZ IS THE SHIZ	
<b>Serial Number:</b>	85722609	GET BUSY WITH THE FIZZY	
<b>Serial Number:</b>	85566795	HINT	
<b>Serial Number:</b>	85920393	HINT	
<b>Serial Number:</b>	85974835	HINT	
<b>TRADEMARK</b>			

OP \$615.00 3220650

Property Type	Number	Word Mark
Serial Number:	85568623	HINT FIZZ IT'S A PARTY IN YOUR MOUTH
Serial Number:	85755755	HINT FIZZ, THE UNSODA
Serial Number:	86353637	HINT KICK
Serial Number:	85947397	HINT KIDS
Serial Number:	85690275	SOMETIMES ALL IT TAKES IS A HINT
Serial Number:	86022908	WATER MADE TASTY

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512  
*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:** 202-370-4750  
**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Dwayne C. Houston  
**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130  
**Address Line 2:** National Corporate Research, Ltd.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F152941
<b>NAME OF SUBMITTER:</b>	Robin Dunn
<b>SIGNATURE:</b>	/Robin Dunn/
<b>DATE SIGNED:</b>	12/05/2014

**Total Attachments: 11**  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of November 26, 2014, is made by and among **HINT, INC.**, a California corporation ("Obligor"), and **FCC, LLC, d/b/a FIRST CAPITAL WESTERN REGION, LLC** (the "Lender").

### Recitals

Obligor and Lender are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Obligor.

As a condition to extending credit to or for the account of Obligor, Lender has required the execution and delivery of this Agreement by Obligor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of Obligor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Obligor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Obligor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Obligor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or

perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Obligor represents, warrants and agrees as follows:

(a) **Patents.** **Exhibit A** accurately lists all Patents owned or controlled by Obligor as of the date hereof, or to which Obligor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Obligor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Obligor shall within 30 days provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks.** **Exhibit B** accurately lists all Trademarks owned or controlled by Obligor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Obligor's or any Affiliate's business(es). If after the date hereof, Obligor owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to Obligor's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Obligor shall promptly provide written notice to Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate of Obligor owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Obligor, constitute Patents or Trademarks. If after the date hereof any Affiliate of Obligor owns, controls, or has a right to have assigned to it any such items, then Obligor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to an Obligor; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Obligor identified as the owner of each Patent and Trademark on **Exhibits A and B** has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. The applicable Obligor (i) will have, at the time such Obligor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** No Obligor will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(g) **Defense.** Obligor will, at their own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Obligor will at their own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Obligor covenant that they will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Lender's Right to Take Action.** If Obligor fail to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Obligor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Obligor notify Lender that they intend to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of one or more Obligor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Obligor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(k) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Obligor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of such Obligor with the right (but not the duty) from time to time to create, prepare,

complete, execute, deliver, endorse or file, in the name and on behalf of such Obligor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Obligor under this Section 3, or, necessary for Lender, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Obligor' Use of the Patents and Trademarks. Obligor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) Obligor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Obligor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Obligor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall

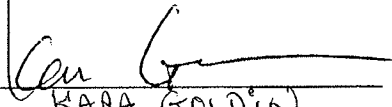
not be obligated to preserve any rights Obligor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Obligor and Lender and their respective participants, successors and assigns and shall take effect when signed by Obligor and delivered to Lender, and Obligor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by Obligor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. **THE PROVISIONS OF SECTION 15(F) (TITLED "GOVERNING LAW; SUBMISSION TO JURISDICTION; SERVICE; ETC."), SECTION 15(G) (TITLED "WAIVER OF JURY TRIAL"), AND 15(H) (TITLED "JUDICIAL REFERENCE") OF THE LOAN AGREEMENT SHALL APPLY TO THIS AGREEMENT AND THE SAME ARE INCORPORATED HEREIN BY THIS REFERENCE.**

**8. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OBLIGOR AND LENDER HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, THE OBLIGATIONS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR EITHER PARTY'S ACTIONS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. EACH OF OBLIGOR AND LENDER ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**

*[signatures on next page]*

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

**HINT, INC.**

By:   
Name: KARA GOLDIN  
Title: CEO

**FCC, LLC, d/b/a FIRST CAPITAL  
WESTERN REGION, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Patent and Trademark Security Agreement]



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

**HINT, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FCC, LLC, d/b/a FIRST CAPITAL  
WESTERN REGION, LLC**

By: Matthew Grimes  
Name: MATTHEW GRIMES  
Title: EVP

[Signature Page to Patent and Trademark Security Agreement]

**EXHIBIT A**

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

**EXHIBIT B**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DRINK WATER, NOT SUGAR	3220650	03/20/2007
HINT	4214185	09/25/2012
HINT	3979347	06/14/2011
HINT	3184565	12/12/2006
HINT	4543702	06/03/2014
HINT	4610078	09/23/2014
HINT DRINK WATER NOT SUGAR	4357028	06/25/2013
HINT FIZZ	3919978	02/15/2011
HINTTV	3729204	12/22/2009
WATER THAT JUST TASTES BETTER	3535649	11/18/2008
FIZZ IS THE SHIZ	4642041	11/18/2014

**UNITED STATES APPLICATIONS**

<u>Mark</u>	<u>Serial Number</u>	<u>Application Date</u>
AT LAST, WATER THAT MAKES YOUR MOUTH WATER	85853594	02/19/2013
DRINK WATER, NOT SUGAR	85566790	03/12/2012
FIZZ IS THE SHIZ	85566647	03/12/2012
GET BUSY WITH THE FIZZY	85722609	09/06/2012
HINT	85566795	03/12/2012
HINT	85920393	05/01/2013

HINT	85974835	07/01/2013
HINT FIZZ IT'S A PARTY IN YOUR MOUTH	85568623	03/13/2012
HINT FIZZ, THE UNSODA	85755755	10/16/2012
HINT KICK	86353637	07/31/2014
HINT KIDS	85947397	05/31/2013
SOMETIMES ALL IT TAKES IS A HINT	85690275	07/30/2012
WATER MADE TASTY	86022908	07/29/2013

FOREIGN REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DRINK WATER, NOT SUGAR	1513099 – Australia	09/03/2014
DRINK WATER, NOT SUGAR	TMA727061 – Canada	10/28/2008
DRINK WATER, NOT SUGAR	5113739 – Japan	02/22/2008
DRINK WATER, NOT SUGAR	40-1012572 - Korea	12/13/2013
HINT	TMA719294 – Canada	07/25/2008
HINT	11476961 – China	04/21/2014
HINT	004885349 – CTM	01/22/2009
HINT	1857085 – India	09/01/2009
HINT	5012786 – Japan	12/22/2006
HINT	1028251 – Mexico	02/29/2008
HINT FIZZ	TMA861212 – Canada	09/25/2013
HINT FIZZ	5553975 – Japan	02/01/2013
HINT FIZZ	1338353 – Mexico	12/13/2012

FOREIGN APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Application Date</u>
HINT	40-2012 – Korea	08/20/2012
HINT FIZZ	11476960 - China	09/12/2012
HINT FINZZ	40-2012 – Korea	08/20/2012

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS