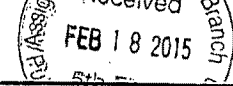


03/04/2015

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RE



103671357

To the Director of the U. S. Patent and Trademark Office

Comments or the new address(es) below.

1. Name of conveying party(ies):

JL BEVERAGE COMPANY, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 1, 2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of IP Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bridge Bank, National Association

Street Address: 55 Almaden Blvd.

City: San Jose Technology Support Services

State: California

Country: USA Zip: 95113

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship USA
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
78397341, 78397349, 78397353

B. Trademark Registration No.(s)
2986519, 3080566, 3086347

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bridge Bank, National Association

Internal Address: Technology Support Services

Street Address: 55 Almaden Blvd.

City: San Jose

State: California Zip: 95113

Phone Number: 408-556-8316

Docket Number: _____

Email Address: notedepartment@bridgebank.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Refund Ref:
02/19/2015 KNGUYEN1 0000183686

Deposit Account Number _____

Authorized User Name CHECK Refund Total: \$30.00

9. Signature:

Jane Magallanes
Signature

Jane Magallanes, AVP

Name of Person Signing

02/19/2015 KNGUYEN1 0000183686
Date

01 FC:8521-1129/01/2015 2005510
02 FC:8521-1129/01/2015 2005510
Total number of pages including cover sheet, attachments, and document: 10.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 1, 2006, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and JL BEVERAGE COMPANY L.L.C., ("Grantor") is made with reference to the Business Financing Agreement, dated as of December 1, 2006 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

JL BEVERAGE COMPANY L.L.C.

By: [Signature]

Name: Thomas J. Diab

Title: Chief Executive Officer

Address for Notices:

Attn:

20 Cerchio Centrale
Henderson, NV 89011

Fax: (888) 414-4403

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: LEE SHODISS

Title: SVP

Address for Notices:

Attn: Lee Shodiss

55 Almaden Blvd

San Jose, CA 95113

Tel: (408) 556-6502

Fax: (408) 423-8510

Lee A. Shodiss
Senior Vice President & Manag