

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intelligent Beverages, LLC		07/01/2015	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	Ryna Jean Grossman Survivor Trust
Street Address:	PO Box 1117
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85252-1117
Entity Type:	TRUST: ARIZONA
Composed Of:	<ul style="list-style-type: none"> • Ryna Jean Grossman, UNITED STATES, INDIVIDUAL • Judy Johnson, UNITED STATES, INDIVIDUAL • David Schuman, UNITED STATES, INDIVIDUAL

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86620066	DS DIETARY SUPPLEMENT CONTAINS NATURAL I
Serial Number:	86618998	
Serial Number:	86695537	BE READY FOR TODAY
Serial Number:	86025065	RESQWATER ANTI-HANGOVER DRINK
Serial Number:	86025022	RESQWATER
Serial Number:	86025082	RESQWATER ANTI-HANGOVER DRINK
Serial Number:	86025042	RESQWATER
Serial Number:	86400535	BE READY FOR TOMORROW
Serial Number:	85737059	WHAT TO DRINK WHEN YOU DRINK
Serial Number:	85736945	RETURN TO CENTER.
Serial Number:	85736754	Q HANGOVER RESQWATER
Serial Number:	85005773	WHAT TO DRINK, WHEN YOU DRINK

CORRESPONDENCE DATA

Fax Number: 6029165651

TRADEMARK

REEL: 005676 FRAME: 0729

900345523

CH \$315.00 86620066

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: 602-916-5451
Email: ip@fclaw.com
Correspondent Name: Stacie K. Smith
Address Line 1: 2394 East Camelback Road
Address Line 2: Suite 600
Address Line 4: Phoenix, ARIZONA 85016-3429

ATTORNEY DOCKET NUMBER:	041180.0004
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NAME OF SUBMITTER:	Stacie K. Smith
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SIGNATURE:	/Stacie K. Smith/
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DATE SIGNED:	11/25/2015
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Total Attachments: 7

source=Second Amended and Restated Security Agreement - Intelligent Beverages#page1.tif
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INTELLIGENT BEVERAGES, LLC

July 1, 2015

Ryna Jean Grossman Survivor Trust
7301 E 3rd Ave., #214
Scottsdale, Arizona 85251
Attn: Ryna Jean Grossman

Re: Second Amended and Restated Security Agreement (All Assets) (this "Agreement")

Dear Trustees:

To secure the payment of our obligations to the Ryna Jean Grossman Survivor Trust (the "Lender" or "you"), under that certain Second Amended and Restated Promissory Note, dated as of even date herewith, made by Intelligent Beverages, LLC, an Arizona limited liability company (the "Debtor" or "we"), in favor of Lender, in the principal amount of [REDACTED] (the "Note"), Debtor hereby grants to Lender a continuing first priority lien and security interest in and to all of Debtor's assets, wherever located, whether now owned or hereafter created or acquired, including, without limitation, the property described on Exhibit A, and all products and proceeds of all the foregoing (collectively, the "Collateral"). All obligations secured hereby are collectively referred to herein as the "Obligations." This Agreement amends and restates that certain Amended and Restated Security Agreement (All Assets) dated August 1, 2013 originally between Debtor and Lender.

We agree that from time to time, at our expense, we will, and will take affirmative steps to cause third parties to, execute, deliver and file such financing or continuation statements, or amendments thereto, and such other instruments and agreements, including, without limitation, control agreement and consent agreements, or notices, as may be necessary or desirable, or as you may request, in order to perfect and preserve the security interest granted or purported to be granted hereby. We hereby authorize you to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without our signature where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

Upon indefeasible payment and performance in full of all of the Obligations, you will, at our request and expense, release the security interest granted herein and execute such termination statements as may be necessary therefor.

We hereby warrant to you that: (i) we own the Collateral free and clear of all liens, restrictions and limitations; (ii) this Agreement has been duly authorized and constitutes our legal, valid and binding obligation enforceable against us in accordance with its terms; (iii) no authorization, approval or other action by, and no notice to or filing with, any governmental

authority or regulatory body is required either for the grant of a security interest by us in the Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by us or for your exercise of the rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement or the Note; (iv) the grant of a security interest in the Collateral to you pursuant to this Agreement creates a valid and perfected first priority security interest in your favor in the Collateral securing the payment of the Note and the Obligations; and (v) there are no options, warrants, privileges or other rights outstanding pursuant to which any of the Collateral may be acquired.

We also agree that we will not transfer, assign or further encumber any of our rights in any of the Collateral except pursuant to this Agreement without your prior written consent.

We will take such action and execute and deliver, and will take affirmative steps to cause third parties to execute and deliver, such additional documents as you may reasonably request in connection with this Agreement or to enforce your rights hereunder. If we fail to take any such action or execute any such document, we hereby authorize you to do so in our name and on our behalf.

We hereby represent and warrant to you that there is no action, legal, administrative or other proceeding pending or threatened against our title to the Collateral or against our grant of a security interest therein hereunder, nor do we know of any basis for the assertion of any such claim.

We covenant that so long as any Obligation remains outstanding:

(i) Protection of Security and Legal Proceedings. We will, at our own expense, take any and all actions necessary to preserve, protect and defend your security interests in the Collateral and the perfection and priority thereof against all adverse claims, including appearing in and defending any and all actions and proceedings which purport to affect any of the foregoing. We will promptly reimburse you for all sums, including costs, expenses and actual attorneys' fees, which you may pay or incur in defending, protecting or enforcing your security interests in the Collateral or perfection or the priority thereof, or in discharging any prior or subsequent lien or adverse claim against the Collateral or any part thereof, or by reason of becoming or being made a party to or intervening in any action or proceeding affecting the Collateral or your rights therein, all of which actions we hereby agree that you will have the right to take in your sole and absolute discretion;

(ii) Delivery of Collateral. We shall, upon written demand by you, promptly deliver possession of any Collateral as to which your security interest need or may be perfected by, or the priority thereof need be assured by, in pledge to you, endorsed or accompanied by such instruments of assignment or transfer as you may reasonably specify and stamped or marked in such manner as you may reasonably specify. In addition, we shall, upon demand by you, enter into and cause such third parties to enter into control agreements and collateral assignments as to which your security interest need or may be perfected by, or the priority thereof need be assured by;

(iii) Payment of Taxes. We shall pay or cause to be paid all taxes and other levies with respect to the Collateral when the same become due and payable;

(iv) Use and Maintenance of Collateral. We shall: (A) comply with all laws, statutes and regulations pertaining to our use and ownership of the Collateral and our conduct of our business; (B) properly care for and maintain all of the Collateral in good condition, free of misuse, abuse, waste and deterioration, reasonable wear and tear of intended use excepted; and (C) keep accurate and complete books and records pertaining to the Collateral in accordance with generally accepted accounting principles;

(v) Insurance. We shall, at our expense, keep the Collateral insured against loss by fire, theft and other extended coverage hazards for the full replacement value thereof. All such insurance shall be written by companies and on forms reasonably satisfactory to you;

(vi) Inspection. We shall give you such information as may reasonably be requested by you in writing concerning the Collateral and shall at all reasonable times and upon reasonable notice permit you and your agents and representatives to enter upon any premises upon which the Collateral is located for the purpose of inspecting the Collateral. Furthermore, you shall at all reasonable times on reasonable notice have full access to and the right to audit any and all of our books and records pertaining to the Collateral; provided, however, that any such action which involves communicating with our customers shall be carried out by you through our independent auditors unless a default under the Note occurs and is continuing, in which case you shall then have the right directly to notify such obligors; and

(vii) Sale or Hypothecation of Collateral. We shall not directly or indirectly, whether voluntarily, involuntarily, by operation of law or otherwise sell, assign, transfer, exchange, lease, lend, or grant any option with respect to or dispose of any of the Collateral (other than inventory items sold or leased in the ordinary course of our business), or any of our rights therein, nor create or permit to exist any lien on or with respect to any of the Collateral (other than the lien in favor of you).

You and your permitted successors and assigns will have all of the rights, powers and privileges of a secured party under the Arizona Uniform Commercial Code (the "Code") in force and effect from time to time with respect to the security interest granted by this Agreement. Upon the occurrence of any default under the Note, you may, after giving notice of your intention to do so, take any reasonable action which you may deem necessary for the maintenance, preservation and protection of any of the Collateral or your security interest therein, and you will retain all of your rights under the Code, including, without limitation, the right to transfer any of the Collateral into your name or the name of your nominee and to sell any of the Collateral at a public or private sale on such terms as you deem appropriate. At any such sale you may be the purchaser.

You will not be required to resort to or pursue any of your rights or remedies under or with respect to any other security for or guaranty of payment of any of the obligations secured by this Agreement before pursuing any of your rights or remedies under this Agreement.

This Agreement and your rights and obligations hereunder will be governed by and construed in accordance with the laws of the State of Arizona. We agree that any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Arizona and of the United States having jurisdiction in Phoenix, Arizona, and for the purpose of any such legal action or proceeding, we hereby waive any claim or defense that such forum is not convenient or proper. We agree that any such court shall have in personam jurisdiction over us and that service of process may be effected in any manner authorized by Arizona law. In the event any action is brought to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to reimbursement by the other party of its reasonable costs and expenses including, without limitation, its reasonable attorneys' fees incurred therein.

This Agreement will be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

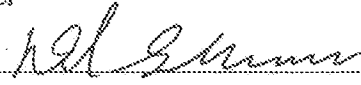
If the foregoing is acceptable to you, please sign the enclosed copy of this letter in the space provided below, whereupon this letter will become an agreement between us as of the date first above written.

Very truly yours,

INTELLIGENT BEVERAGES, LLC,
an Arizona limited liability company

By: Midwestern Investments, LLC,
an Arizona limited liability company

Its: Manager

By: 

Name: David G. Schuman

Title: Member

AGREED AND ACCEPTED
AS OF THE DATE HEREOF:

RYNA JEAN GROSSMAN SURVIVOR TRUST

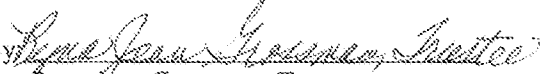
By: 
Ryna Jean Grossman, Trustee

EXHIBIT A

COLLATERAL

1. all inventories and merchandise, including without limitation raw materials, work in process, finished products, goods in transit, materials used or consumed in the manufacture or production thereof, all wrapping, packaging, advertising and shipping materials (and all documents relating thereto), all labels and other devices, names and marks affixed or to be affixed thereto for the purpose of selling or identifying the same or the seller or manufacturer thereof, all supplies and containers relating to or used in connection with the foregoing, all goods in which the Debtor has an interest in mass or an interest or right as a consignee and all goods which are returned to or repossessed by the Debtor, whether used or consumed in the Debtor's business, held for sale or lease, furnished under service contracts, or otherwise, and all bills of lading, warehouse receipts, documents of title or general intangibles (including, without limitation, commercial tort claims and payment intangibles) relating to any of the foregoing;
2. all goods, equipment, machinery, farm products, tools, tooling, molds, dies, jigs, motors, furniture, fixtures (whether or not attached to real property), furnishings, trade fixtures, motor vehicles and rolling stock, materials and parts and all other tangible personal property, all attachments, accessions and property now or hereafter affixed to or used in connection with any of the foregoing, and all substitutes and replacements for any of the foregoing;
3. all rights to the payment of money or other forms of consideration, accounts, payment intangibles, notes, accounts receivable, (including healthcare insurance receivables) drafts, documents, chattel paper (including, without limitation, electronic chattel paper and tangible chattel paper), letter of credit rights, choses in action, undertakings, surety bonds, insurance policies, acceptances, federal, state and local tax refunds and all other forms of claims, demands, instruments and receivables, together with all guarantees, security agreements, leases and rights and interests securing the same and all right, title and interest of the Debtor in the merchandise which gave or shall give rise thereto, including the right of stoppage in transit, replevin, reclamation, repossession and resale;
4. all agreements, contracts, leases, licenses, letters of credit, security agreements, indentures and purchase and sales orders of any kind whatsoever, all rights of the Debtor thereunder, including all rights to purchase, lease, sell or otherwise acquire or deal with real or personal property and all warranty rights and contract rights of any nature, whether written or oral, and all consents or other authorizations relating thereto, to the extent assignable;
5. all licenses, permits, franchises, certificates and other governmental authorizations and approvals of any nature whatsoever, to the extent assignable;
6. all deposit accounts, including without limitation, all demand, time, savings, passbook, custodial, safekeeping, escrow or like accounts maintained by the Debtor with the Lender or any bank, savings and loan association, credit union or like organization, and all money, cash, cash equivalents, investment securities, deposits and prepayments of the Debtor in any

such deposit account (all of the foregoing being deemed to be in any such account as soon as the same is put in transit to such account by mail or other courier);

7. all trademarks, trade names, trade styles service marks (and all prints and labels on which any of the foregoing appear), designs, letters patent of the United States or any other country, copyrights and other general intangibles (including, without limitation, commercial tort claims and payment intangibles) of a like nature, and all registrations, recordings, reissues, extensions, renewals, continuations, continuations-in-part and licenses thereof (including applications for registration and recording) , including but not limited to:

- | | |
|--|----------------------|
| 1. DS DIETARY SUPPLEMENT CONTAINS
NATURAL INGREDIENTS RESQWATER
ANTI-HANGOVER DRINK CLINICALLY
TESTED BEST SERVED CHILLED | Reg. Number 86620066 |
| 2. Design only | Reg. Number 86618998 |
| 3. BE READY FOR TODAY | Reg. Number 86695537 |
| 4. BEREADY4TOMORROW | Reg. Number 86400555 |
| 5. RESQWATER ANTI-HANGOVER DRINK | Reg. Number 86025065 |
| 6. ALL NATURAL DIETARY SUPPLEMENT HANGOVER
RESQWATER ANTI-HANGOVER DRINK | Reg. Number 86171755 |
| 7. RESQWATER | Reg. Number 86025022 |
| 8. RESQWATER ANTI-HANGOVER DRINK | Reg. Number 86025082 |
| 9. RESQWATER | Reg. Number 86025042 |
| 10. BE READY FOR TOMORROW | Reg. Number 86400535 |
| 11. ANTI-HANGOVER | Reg. Number 85737727 |
| 12. ANTIHANGOVER | Reg. Number 85737712 |
| 13. ANTI HANGOVER | Reg. Number 85737692 |
| 14. WHAT TO DRINK WHEN YOU DRINK | Reg. Number 85737059 |
| 15. RETURN TO CENTER. | Reg. Number 85736945 |
| 16. Q HANGOVER RESQWATER | Reg. Number 85736754 |
| 17. WHAT TO DRINK, WHEN YOU DRINK | Reg. Number 85005773 |
| 18. RESQWATER | Reg. Number 85000963 |

19. HANGOVER RESQWATER

Reg. Number 77810014;

8. all other proprietary rights and confidential information, technology, processes, trade secrets, computer programs, source codes, software, customer lists, sales literature and catalogues, price lists, subscriber information, drawings, specifications, blueprints, telephone numbers, formulae, goodwill and all applications and registrations relating to any of the foregoing;
9. all stocks, bonds, debentures, securities, financial assets, securities entitlements, securities accounts, commodity contracts, commodity accounts, subscription rights, options, warrants, puts, calls, certificates, partnership interests, joint venture interests, investments and/or brokerage accounts and all rights, preferences, privileges, dividends, distributions, redemption payments or liquidation payments with respect thereto;
10. all files, correspondence, books and records of the Debtor, including without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to the Collateral, the Debtor or the business thereof, all computer programs, tapes, discs and data processing software containing the same, and all receptacles and containers for such records;
11. all other goods, accounts, general intangibles (including, without limitation, commercial tort claims and payment intangibles), documents, instruments, causes of action, rights, interests and properties of every kind and description, tangible or intangible;
12. all rights, remedies, powers and/or privileges of the Debtor with respect to any of the foregoing, all rights in all litigation presently or hereafter pending for any cause or claim (whether in contract, tort or otherwise) and all judgments now or hereafter arising therefrom; and
13. all proceeds, replacements, products, additions, accessions and substitutions of any of the foregoing, and proceeds of proceeds.

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