

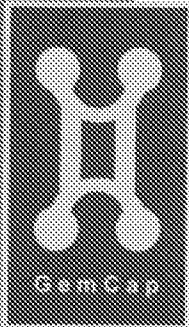
## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387473

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gemcap Lending I, LLC		11/08/2011	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Reed's Inc.		
<b>Trading As:</b>	REED		
<b>Street Address:</b>	13000 Spring Street		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90061		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3213043	VIRGIL'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3103561922		
<i>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.</i>			
<b>Phone:</b>	9493555405		
<b>Email:</b>	ruba@libertaslaw.com		
<b>Correspondent Name:</b>	Ruba Qashu, Libertas Law Group Inc.		
<b>Address Line 1:</b>	225 Santa Monica Blvd., 5th Floor		
<b>Address Line 4:</b>	Santa Monica, CALIFORNIA 90401		
<b>NAME OF SUBMITTER:</b>	Ruba Qashu		
<b>SIGNATURE:</b>	/s/ Ruba Qashu		
<b>DATE SIGNED:</b>	06/10/2016		
<b>Total Attachments: 4</b>			
source=2011-11-08 Reed's Inc Payoff Letter GemCap#page1.tif			
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OP \$40.00 3213043



November 8, 2011

Reeds, Inc  
13000 Spring St.  
Los Angeles, CA 90061  
Attention: Jim Linesch  
Chief Financial Officer

**Re: Loan Payoff Arrangements**

Jim:

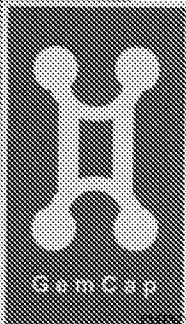
Reference is made to the Loan and Security Agreement dated as of November 18, 2009 (as amended or otherwise modified from time to time, the "Loan Agreement"), between Reeds, Inc ("Borrower") and GemCap Lending I, LLC ("Lender"), a Delaware limited liability company. Borrower has advised Lender that it intends to repay all outstanding amounts due and owing (including without limitation all "Obligations" as such term is defined and used in the Loan Agreement) under the Loan Agreement (the "Loans") and has requested appropriate pay-off figures of the principal, interest and other amounts owing by Borrower to Lender under the Loan Agreement. If paid on November 9, 2011, the amount necessary to pay all of the Loans and all other liabilities, obligations, and indebtedness of Borrower to Lender is \$2,368,544.15 (the "Pay-Off Amount"), comprised of:

Principal:	\$ 2,346,905.98
Unused Line Fee (pro-rated)	\$ 79.34
Asset monitoring Fee (pro-Rated)	\$ 250.00
Accrued Interest:	\$ 19,808.83
Other Fees and Charges:	\$ 1,500 (legal retainer. Excess will be refunded in 30 days)
<b>Total Amount Owning</b>	<b><u>\$ 2,368,544.15</u></b>

The Pay-Off Amount is to be remitted to Lender by wire transfer of immediately available funds as follows:

Account Name:	GemCap Lending I, LLC
Address:	1401 Ocean Ave., Suite 305 Santa Monica, CA 90401
Phone:	310-593-9041
Bank Name:	Wells Fargo Bank
Bank Address:	433 North Camden Dr, Suite 1200 Beverly Hills, CA 90210

1401 ocean ave suite 305 santa monica ca 90401  
ph 310. 593 . 9148 fx 310. 693 . 6968 www.gemcapsolutions.com



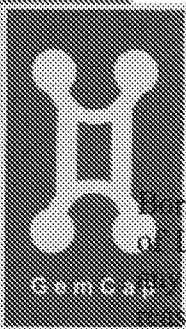
Account No.: 6963858409  
Routing No.: 121000248

The Pay-Off Amount is calculated as of November 9, 2011, and is valid for payments received by Lender no later than 12:00 noon, Los Angeles time on November 9, 2011 and assumes no further funds loaned to Borrower, and no further payments received by Lender with respect to the Loans on or after November 9, 2011. Sums received after 12:00 noon Los Angeles time on a business day will be for credit on the next business day. If the Pay-Off Amount is received after 12:00 Noon, Los Angeles time on November 9, 2011, the per diem interest shall be \$1,173.45 per day (assuming no change in the Pay-Off Amount). If the Pay-Off Amount is not received by 12:00 Noon, Los Angeles time on November 9, 2011, the Lender reserves the right to revise and notify Borrower of any change in the Pay-Off Amount.

Lender hereby: (a) acknowledges and agrees that payment of the Pay-Off Amount in immediately available funds will constitute payment in full of all of Borrower's indebtedness and obligations to Lender whether evidenced by the Loan Agreement or by any other agreements, documents and instruments executed in connection with the Loan Agreement (collectively, the "Loan Documents") or otherwise, (b) effective immediately upon the receipt of the payment of the Pay-Off Amount, releases, without representation or warranty, all security interests and liens which it has in Borrower's assets and any and all right, title and interest Lender may have in such assets, (c) effective immediately upon the receipt of the payment of the Pay-Off Amount, releases, without representation or warranty, guarantees in favor of Lender, (d) acknowledges and agrees that upon Lender's receipt of the Pay-Off Amount, Borrower has no further liabilities or obligations under the Loan Agreement, Loan Documents or otherwise, except those liabilities and obligations that survive the termination of the Loan Documents, and (e) acknowledges and agrees that, upon Lender's receipt of the Pay-Off Amount, all of the Loan Documents, including without limitation, all lockbox/blocked account or similar arrangements among Borrower, Lender and any third party arising or required under the Loan Agreement are hereby terminated and no longer in force or effect.

Notwithstanding the foregoing paragraph or anything to the contrary contained in this agreement, (a) Borrower's indemnities in favor of Lender contained in the Loan Documents survive the payment in full of the Loans and the termination of the Loan Documents; and (b) Borrower acknowledge and agree that (i) Lender reserves all of its rights with respect to each automated clearinghouse transfer ("ACH") and each check and other instrument or payment item received by Lender from Borrower or any of Borrower's account debtors prior to full payment of the Loans as contemplated by this agreement (such checks, instruments or other payment items being collectively called "Checks"); (ii) Lender has credited to Borrower's account the amount of all such ACH transfers and the face amount of all such Checks, but Lender has not yet received full and final credit or payment therefor; and (iii) Borrower shall reimburse and pay to Lender in immediately available funds, promptly after Lender's demand therefor made at any time within 60 days after receipt of the Pay-Off Amount, the amount of any ACH transfer and the full face amount of any Check that is hereafter dishonored or returned to Lender or remains unpaid for any reason plus any bank charges and all other reasonable costs incurred by Lender that arise as a result of any such dishonor or return, and Borrower's obligation to make such payment shall not be conditioned upon any prior demand upon the Borrower by the Lender.

1401 ocean ave suite 305 santa monica ca 90401  
ph 310. 593 . 9149 fx 310. 693 . 5968 www.gemcapsolutions.com

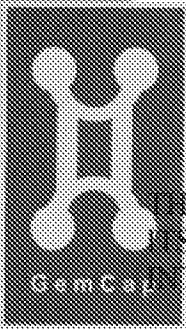


Upon Lender's receipt of the Pay-Off Amount in accordance with this agreement, Borrower is authorized to file terminations of all UCC financing statements filed by or on behalf of Lender. Lender agrees to execute and deliver to Borrower, without recourse or warranty of any kind, any releases, cancellations, discharges or other documentation as Borrower may reasonably request to evidence Lender's above-described release of security interests and liens in Borrower's assets and properties and termination of the Loan Agreement. Borrower shall pay Lender for all out-of-pocket costs and expenses incurred by Lender in connection with the matters referenced in the preceding sentence.

In consideration of the agreements contained herein, Borrower hereby releases the Lender, its predecessors and its respective officers, directors, shareholders, affiliates, attorneys, and employees from any and all claims, suits, damages, costs or liabilities of any nature arising in whole or in part under or in connection with the Loan Documents or this agreement, or the transactions contemplated thereby or hereby, including, without limitation, any such claims, suits, damages, costs or liabilities arising out of or relating to a claim of breach of contract, fraud, Lender liability or misconduct, breach of fiduciary duty, usury, unfair bargaining position, unconscionably, violation of law, negligence, error or omission in accounting or calculations, misappropriation of funds, tortious conduct or reckless or willful misconduct, whether known or unknown. Borrower waives all rights which it may have under the provisions of Section 1542 of the Civil Code of the State of California, which section reads as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

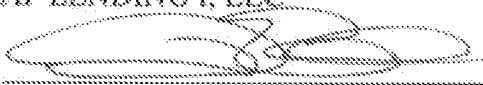
Lender makes no representations, warranties, agreements or statements concerning Borrower, Borrower's business, financial condition, creditworthiness, prospects or any other matter relating to Borrower or Lender's transactions with Borrower.



This agreement is governed by the laws of the State of California. EACH OF THE PARTIES HERETO WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HIS RIGHT TO A TRIAL BY JURY IN ANY ACTION TO ENFORCE, DEFEND, INTERPRET, OR OTHERWISE CONCERNING THIS AGREEMENT.

Very truly yours,

GEMCAP LENDING I, LLC

By:   
Name: DAVID ELLIS  
Title: Co-PRESIDENT

Agreed and accepted:

REEDS, INC.

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