

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEA 2 GO, LLC		07/20/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Happy State Bank		
Street Address:	701 S Taylor, LB 120		
City:	Amarillo		
State/Country:	TEXAS		
Postal Code:	79101		
Entity Type:	Texas, state banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86447808	HEALTHY TEA 4 HEALTHY LIVING	
CORRESPONDENCE DATA			
Fax Number:	8063581901		
<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>			
Phone:	8063588116		
Email:	cstewart@bmwb-law.com		
Correspondent Name:	Christian D. Stewart		
Address Line 1:	701 S Taylor, Suite 440, LB 103		
Address Line 4:	Amarillo, TEXAS 79101		
NAME OF SUBMITTER:	Christian D. Stewart		
SIGNATURE:	/Christian D. Stewart/		
DATE SIGNED:	07/25/2016		
Total Attachments: 4			
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OP \$40.00 86447808

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Tea 2 Go, LLC)

This Intellectual Property Security Agreement, is entered into this 19th day of July, 2016 (the "IP Security Agreement") by and between TEA 2 GO, LLC., a Texas limited liability company with a place of business at 5410 Bell Street, Suite 421, Amarillo, Texas 79109 (the "Borrower") and HAPPY STATE BANK, a Texas banking association, with a place of business at 701 S. Taylor, LB 120, Amarillo, Texas 79101 (the "Lender").

RECITALS

This IP Security Agreement is a supplement to those certain Commercial Security Agreements, dated December 18, 2014 and March 28, 2016 , by and between the Borrower and Lender (the "Security Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Security Agreement, the definitions, terms or provisions of the Security Agreement shall control.

This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and the US Copyright Office, which sets forth the Borrower's pledge of its intellectual property as security for the Indebtedness Borrower owes the Lender as set forth in the Security Agreement and all other Loan Documents.

GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "IP Collateral").

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Security Agreement and related Loan Documents are restated and incorporated herein by reference.

BORROWER:

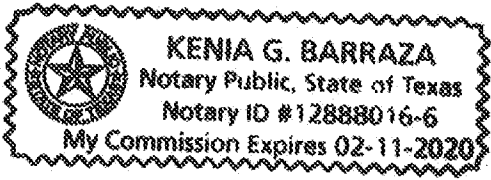
Tea 2 Go, LLC

By: 
Jeffery Hunt, Manager

THE STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on the 20th day of July, 2016 by Jeffery Hunt, Manager of and on behalf of Tea 2 Go, LLC.


Notary Public in and for the State of Texas



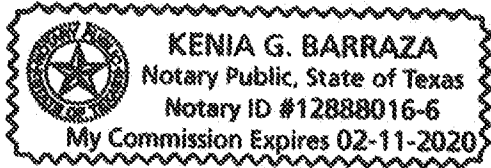
LENDER:

Happy State Bank

By: JWRJ
Name: Jeff R Irwin
Title: SVP

STATE OF TEXAS §
COUNTY OF Potter §

This instrument was sworn to and acknowledged before me this 20th day of July, 2016, by Jeff Irwin, S.V.P on behalf of Happy State Bank.



Kenia G. Barraza
Notary Public in and for the State of Texas

AFTER FILING PLEASE RETURN TO:
Burdett, Morgan, Williamson & Boykin, LLP
ATTN: Samuel S. Karr
701 South Taylor, Suite 440
Amarillo, Texas 79101
41320.283

EXHIBIT 1

The following current or former federally registered trademarks:

Reg. No. 86525582



Reg. No. 86509207



Reg. No. 86447808

Healthy Tea 4 Healthy
Living

Reg. No. 86387819

TEA2GO

Reg. No. 86103557

Tea 2 Go