

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydration Labs, Inc.		10/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Massachusetts Clean Energy Technology Center		
Street Address:	63 Franklin Street, 3rd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Independent Public Instrumentality: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4854067	BEVI	
CORRESPONDENCE DATA			
Fax Number:	6173672315		
<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:	6179736100		
Email:	trademarks@pbl.com		
Correspondent Name:	Gary W. Smith		
Address Line 1:	800 Boylston Street		
Address Line 2:	Posternak Blankstein & Lund LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Gary W. Smith		
SIGNATURE:	/Gary W Smith/		
DATE SIGNED:	10/20/2016		
Total Attachments: 9			
source=EXECUTED - IP Security Agreement - Hydration Labs#page1.tif			
source=EXECUTED - IP Security Agreement - Hydration Labs#page2.tif			
source=EXECUTED - IP Security Agreement - Hydration Labs#page3.tif			
source=EXECUTED - IP Security Agreement - Hydration Labs#page4.tif			
source=EXECUTED - IP Security Agreement - Hydration Labs#page5.tif			

OP \$40.00 4854067

source=EXECUTED - IP Security Agreement - Hydration Labs#page6.tif

source=EXECUTED - IP Security Agreement - Hydration Labs#page7.tif

source=EXECUTED - IP Security Agreement - Hydration Labs#page8.tif

source=EXECUTED - IP Security Agreement - Hydration Labs#page9.tif

TRADEMARK

REEL: 005905 FRAME: 0614

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 20, 2016 by and between the MASSACHUSETTS CLEAN ENERGY TECHNOLOGY CENTER, an independent public instrumentality of The Commonwealth of Massachusetts (the "Commonwealth"), having its principal office and place of business at 63 Franklin Street, 3rd Floor, Boston, Massachusetts 02110 ("Lender") and HYDRATION LABS, INC., a Delaware corporation with its principal place of business located at 28 Damrell Street, Boston, Massachusetts 02127 ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Lender.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers (hereunto duly authorized as of the first date written above,

GRANTOR:

HYDRATION LABS, INC.

By: 

Title: 

LENDER:

MASSACHUSETTS CLEAN ENERGY
TECHNOLOGY CENTER

By: _____

Title: _____

This Agreement is subject to the terms and conditions of that certain Subordination Agreement dated as of this date between the Lender and Silicon Valley Bank, as such Agreement may be amended, restated and/or substituted.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HYDRATION LABS, INC.

By: _____

Title: _____

LENDER:

MASSACHUSETTS CLEAN ENERGY
TECHNOLOGY CENTER

By:  _____

Title: Executive Director _____

This Agreement is subject to the terms and conditions of that certain Subordination Agreement dated as of this date between the Lender and Silicon Valley Bank, as such Agreement may be amended, restated and/or substituted.

EXHIBIT A

Copyrights

None.

(Remainder of the page is blank.)

EXHIBIT B

Patents

Provisional Patent Application	U.S. Provisional Patent App. No. 62/387,298 filed December 23, 2015 (Our Ref: 9951-1P) for SYSTEMS AND METHODS FOR MANAGEMENT OF BEVERAGE DISPENSING SYSTEMS	US	Hydration Labs, Inc.	62/387,298
Provisional Patent Application	U.S. Provisional Patent App. No. 62/387,124 filed December 23, 2015 (Our Ref: 10011P) for SYSTEMS AND METHODS FOR PROVIDING BEVERAGE DISPENSING SYSTEM	US	Hydration Labs, Inc.	62/387,124
Provisional Patent Application	U.S. Provisional Patent App. No. 62/235,240 filed September 30, 2015 (Our Ref: 9951P) for SYSTEMS AND METHODS FOR PROVIDING MANAGEMENT OF BEVERAGE DISPENSING SYSTEMS	US	Hydration Labs, Inc.	62/235,240
Provisional Patent Application	U.S. Provisional Patent App. No. 62/387,227 filed December 23, 2015 (Our Ref: 10010P) for SYSTEMS AND METHODS FOR PROVIDING USER INTERFACE FUNCTIONALITY IN BEVERAGE DISPENSING SYSTEMS	US	Hydration Labs, Inc.	62/387,227
International Patent Application	BEVERAGE DISPENSING MACHINE AND METHOD FOR DISPENSING BEVERAGES, filed July 21, 2014	International	Hydration Labs, Inc.	PCT/US2014/047360

(Remainder of the page is blank.)

EXHIBIT C

Trademarks

Trademark	Bevi	US	Hydration Labs, Inc.	4854067
-----------	------	----	-------------------------	---------

(Remainder of the page is blank.)

EXHIBIT D

Mask Works

None

(Remainder of the page is blank.)