

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chameleon Cold Brew, LLC		06/02/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Fortitude Capital, LLC, as Administrative Agent		
Street Address:	800 Gessner Rd., Ste. 1100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77024		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87048261	A BUZZ AS BIG AS TEXAS	
Serial Number:	87095085	AUSTIN'S ORIGINAL COLD BREW	
Serial Number:	87095080	CHAMELEON COLD-BREW AUSTIN'S ORIGINAL CO	
Serial Number:	87048245	COFFEE MADE FOR MAKERS	
Serial Number:	87260490		
Serial Number:	87163397	CHAMELEON	
Serial Number:	87163442	CHAMELEON BLEND	
Serial Number:	87163433	CHAMELEON WHOLE-BEAN ORGANIC COFFEE	
Serial Number:	87163419	CHAMELEON WHOLE-BEAN COFFEE	
Registration Number:	5124337	CHAMELEON COLD-BREW	
Registration Number:	4013965	CHAMELEON COLD-BREW	
Registration Number:	5127635	COFFEE, EVOLVED	
Registration Number:	5109763		
CORRESPONDENCE DATA			
Fax Number:	7134631517		
<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:	713-463-1516		
Email:	mwomack@fortitudemgt.com		

OP \$340.00 87048261

Correspondent Name: Mai Lynn Womack
Address Line 1: 800 Gessner Rd., Ste. 1100
Address Line 4: Houston, TEXAS 77024

NAME OF SUBMITTER: Mai Lynn Womack

SIGNATURE: /Mai Lynn Womack/

DATE SIGNED: 06/26/2017

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 2, 2017 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of Fortitude Capital, LLC, as administrative agent (in such capacity, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

A. Chameleon Cold Brew, LLC (the “Borrower”), has entered into the First Amended and Restated Credit Agreement (as amended, supplemented, or otherwise modified from time to time, the “Credit Agreement”), with the several entities from time to time party thereto as lenders (the “Lenders”) and Fortitude Capital, LLC as the Agent.

B. It is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain First Amended and Restated Security Agreement, dated as of even date herewith in favor of the Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Security Agreement, as applicable.

C. Under the terms of the Security Agreement, the Grantor has granted a security interest in certain Property, including without limitation certain Intellectual Property, of the Grantor to the Agent, for the benefit of the Lenders, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agree as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in and to all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (as defined in the Credit Agreement):

(a) (i) all United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing (except for any applications filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if any, in which granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or of any registration that issues therefrom) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, dilutions and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all United States patents, patent applications, including, without limitation, each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (v) all reissues, divisions, continuations, continuations-in-part,

substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(c) (i) all United States copyrights, whether or not the underlying works of authorship have been published, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including each registration identified on Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto; and

(d) any and all Proceeds of the foregoing.

SECTION 2. Recordation. Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CHAMLEON COLD BREW, LLC

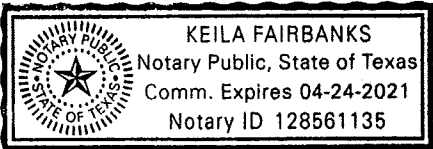
By: [Signature]
Name: Christopher J. Campbell
Title: President and CEO

STATE OF TEXAS)
 : ss.:
COUNTY OF TRAVIS)

On this 2 day of June, 2017, before me personally appeared Christopher J. Campbell, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


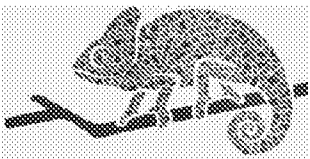
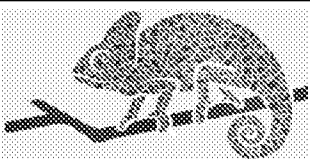
[Signature]
Notary Public

My commission expires: 04/24/2021



Schedule 1

U.S. COPYRIGHTS, TRADEMARKS AND PATENTS

Mark	Status	Reg./Appl./Ref. No.	Jurisdiction	Owner of Record
A BUZZ AS BIG AS TEXAS	Pending	Application No. 87048261	United States	Chameleon Cold Brew, LLC
AUSTIN'S ORIGINAL COLD BREW	Pending	Application No. 87095085	United States	Chameleon Cold Brew, LLC
CHAMELEON COLD-BREW	Registered	Registration No. 5124337	United States	Chameleon Cold Brew, LLC
CHAMELEON COLD-BREW (Stylized) & Design 	Registered	Registration No. 4013965	United States	Chameleon Cold Brew, LLC
CHAMELEON COLD-BREW AUSTIN'S ORIGINAL COLD BREW	Pending	Application No. 87095080	United States	Chameleon Cold Brew, LLC
COFFEE MADE FOR MAKERS	Pending	Application No. 87048245	United States	Chameleon Cold Brew, LLC
COFFEE, EVOLVED	Registered	Registration No. 5127635	United States	Chameleon Cold Brew, LLC
Design (Chameleon Branch) 	Registered	Application No. 5109763	United States	Chameleon Cold Brew, LLC
	Pending	Application No. 87260490	United States	Chameleon Cold Brew, LLC
CHAMELEON	Pending	Application No. 87163397	United States	Chameleon Cold Brew, LLC
CHAMELEON BLEND	Pending	Application No. 87163442	United States	Chameleon Cold Brew, LLC
CHAMELEON WHOLE-BEAN ORGANIC COFFEE	Pending	Application No. 87163433	United States	Chameleon Cold Brew, LLC
CHAMELEON WHOLE-BEAN COFFEE	Pending	Application No. 87163419	United States	Chameleon Cold Brew, LLC