

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health-Ade, LLC		06/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Mercantile Bank		
Street Address:	949 South Coast Drive		
Internal Address:	3rd Floor		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4698318	BECAUSE NOT ALL KOMBUCHA IS CREATED EQUA	
Registration Number:	4592908	FOLLOW YOUR GUT!	
Registration Number:	4324269	HEALTH-ADE	
Serial Number:	87348857	HEALTH-ADE KOMBUCHA	
Serial Number:	87348778	HEALTH-ADE KOMBUCHA	
Serial Number:	87348769	HEALTH-ADE KOMBUCHA	
Serial Number:	87348757	HEALTH-ADE KOMBUCHA	
Serial Number:	87348933	HAPPY-ADE	
Serial Number:	87348924	HAPPY-ADE	
Serial Number:	87348913	HEALTH-ADE	
Serial Number:	87348897	HEALTH-ADE	
Serial Number:	87348889	HEALTH-ADE UN-SCIENTIFICALLY PROVEN	
Serial Number:	87348879	UN-SCIENTIFICALLY PROVEN	
Serial Number:	87348870	HEALTH-ADE KOMBUCHA	
Serial Number:	87348843	HEALTH-ADE KOMBUCHA	
CORRESPONDENCE DATA			
Fax Number:	8004947512		

OP \$390.00 4698318

TRADEMARK

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171085
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NAME OF SUBMITTER:	Robin Dunn
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SIGNATURE:	/Robin Dunn/
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DATE SIGNED:	06/29/2017
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **June 26, 2017** by and between **PACIFIC MERCANTILE BANK** ("Lender") and **HEALTH-ADE LLC**, a Delaware limited liability company ("Grantor"), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

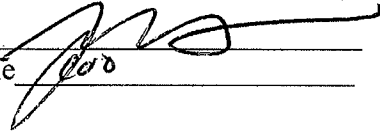
2012 Abalone Ave., Suite A
Torrance, CA 90501-3726

Grantor:

Health-Ade LLC

By _____

Title _____



Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By _____

Title _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

2012 Abalone Ave., Suite A
Torrance, CA 90501-3726

Grantor:

Health-Ade LLC

By _____
Title _____

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By _____
Title *VP, Relationship Manager*

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HEALTH-ADE KOMBUCHA	87348857	02/24/17
HEALTH-ADE KOMBUCHA	87348778	02/24/17
HEALTH-ADE KOMBUCHA	87348769	02/24/17
HEALTH-ADE KOMBUCHA	87348757	02/24/17
HAPPY-ADE	87348933	02/24/17
HAPPY-ADE	87348924	02/24/17
HEALTH-ADE	87348913	02/24/17
HEALTH-ADE	87348897	02/24/17
HEALTH-ADE UN-SCIENTIFICALLY PROVEN	87348889	02/24/17
UN-SCIENTIFICALLY PROVEN	87348879	02/24/17
HEALTH-ADE KOMBUCHA	87348870	02/24/17
HEALTH-ADE KOMBUCHA	87348843	02/24/17
BECAUSE NOT ALL KOMBUCHA IS CREATED EQUAL.	86180374	01/30/14
	4698318	03/10/15
FOLLOW YOUR GUT!	86180300	01/30/14
	4592908	08/26/14
HEALTH-ADE	85719140	09/02/12
	4324269	04/23/13

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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None.