

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORTITUDE CAPITAL, LLC		11/01/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CHAMELEON COLD BREW, LLC		
Street Address:	6205B Burnet Road		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	60714		
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	
Registration Number:	5124337	CHAMELEON COLD-BREW	
Registration Number:	4013965	CHAMELEON COLD-BREW	
Serial Number:	87095080	CHAMELEON COLD-BREW AUSTIN'S ORIGINAL CO	
Serial Number:	87048245	COFFEE MADE FOR MAKERS	
Registration Number:	5127635	COFFEE, EVOLVED	
Registration Number:	5109763		
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	
CORRESPONDENCE DATA			
Fax Number:	3128847352		
<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:	3127841067		
Email:	brent@amintalati.com		
TRADEMARK			

OP \$340.00 87048261

Correspondent Name: Brent A. Batzer
Address Line 1: 100 South Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: Chameleon Cold Brew

NAME OF SUBMITTER: Brent A. Batzer

SIGNATURE: /Brent A Batzer/

DATE SIGNED: 11/01/2017

Total Attachments: 4

source=Chameleon Cold Brew LLC - IP Release Agreement FINAL#page1.tif
source=Chameleon Cold Brew LLC - IP Release Agreement FINAL#page2.tif
source=Chameleon Cold Brew LLC - IP Release Agreement FINAL#page3.tif
source=Chameleon Cold Brew LLC - IP Release Agreement FINAL#page4.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of November 1, 2017 ("Effective Date") by and between **Fortitude Capital, LLC**, a Texas limited liability company, in its capacity as collateral agent for the "Lenders" parties to the Credit Agreement (defined below) (in such capacity, "Agent"), and **Chameleon Cold Brew, LLC**, a Texas limited liability company ("Borrower") and owner of the Intellectual Property being released.

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement by and between Borrower and Agent, dated June 2, 2017 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), Borrower granted, and/or reaffirmed its prior grant, pursuant to the Credit Agreement, to Agent, for its benefit and the benefit of the Lenders, among other things, a continuing security interest in Borrower's entire right, title and interest in and to the property listed on **Exhibit A** attached hereto (the "IP Collateral"), whether now owned or existing and hereafter created, acquired or arising; and

WHEREAS, Borrower has paid in full all obligations outstanding under the Credit Agreement and Agent has, at Borrower's request, agreed to release its security interest in the IP Collateral.

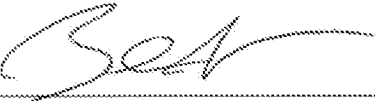
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates, cancels, discharges, reassigns and releases to Borrower any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the IP Collateral.
2. Agent hereby directs any and all Intellectual Property Offices and any offices having jurisdiction over the Intellectual Property ("IPO") to immediately remove and discharge all such liens and security interests in favor of the Agent against the IP Collateral and to note and record the existence of the release hereby given.
3. Agent hereby directs counsel to Borrower and counsel to Agent, or any agents that either of them designates in their sole discretion, to perform all acts required in order to obtain such removal and discharge by the IPO of such liens and security interests in favor of the Agent against the IP Collateral.
4. Agent shall, at Borrower's expense, take all further actions, and provide to Borrower, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Borrower to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

AGENT:

FORTITUDE CAPITAL, LLC

By: 

Name: BART AGEE

Title: PRESIDENT

Address: 600 GEBNER

STE 1100

HOUSTON TX 77024

Exhibit A

IP Collateral

reel/frame # 6090/0492

(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 Borrower'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;


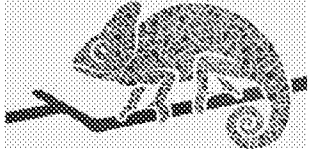
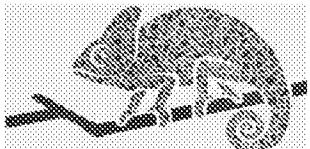
(b) (i) all United States patents, patent applications, including, without limitation, each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and 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.

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