

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513430

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PERCOLATE INDUSTRIES, INC.		03/08/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital IP Investment Partners LLC		
<b>Street Address:</b>	1000 Brannan Street, Suite 402		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4929364	THE SYSTEM OF RECORD FOR MARKETING	
<b>Registration Number:</b>	4944352		
<b>Serial Number:</b>	88300770	PERCOLATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043782057		
<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>			
<b>Phone:</b>	7043312359		
<b>Email:</b>	iplaw@mvalaw.com, cindigraser@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	James Van Cleave Gambrell		
<b>SIGNATURE:</b>	/James Van Cleave Gambrell/		
<b>DATE SIGNED:</b>	03/08/2019		
<b>Total Attachments: 4</b>			
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## SHORT-FORM TRADEMARK SECURITY AGREEMENT

March 8, 2019

**WHEREAS, PERCOLATE INDUSTRIES, INC.**, a Delaware corporation (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor or certain of its Affiliates have entered into a Credit Agreement, dated as of March 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Capital IP Investment Partners LLC, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”) and other lenders from time to time party thereto, pursuant to which the lenders thereunder have agreed to extend certain credit facilities, subject to the terms and conditions set forth therein; and

**WHEREAS**, pursuant to the terms of a Pledge and Security Agreement, dated as of March 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among the Grantor, certain Affiliates of the Grantor party thereto and the Administrative Agent, the Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, to evidence further the security interest granted by the Grantor to the Administrative Agent pursuant to the Pledge and Security Agreement, the Grantor hereby grants to the Administrative Agent a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of the Grantor’s business symbolized by the Trademarks and associated therewith; and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Short-Form Trademark Security Agreement, the term “**proceeds**” includes whatever is receivable or received when the foregoing Trademark Collateral or proceeds thereof are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


THIS SHORT-FORM TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SHORT-FORM TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is a conflict between the terms of this Short-Form Trademark Security Agreement and the Pledge and Security Agreement, including with respect to the definition of Trademarks, the terms of the Pledge and Security Agreement shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Short-Form Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PERCOLATE INDUSTRIES, INC.,  
a Delaware corporation

By:   
Name: Randy Wootton  
Title: Chief Executive Officer

**SCHEDULE A  
TO  
SHORT-FORM TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations:**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
Percolate Industries, Inc.	The System of Record for Marketing	4,929,364	3/29/2016	United States
Percolate Industries, Inc.	Percolate Drip - Orange teardrop shape	4,944,352	4/26/2016	United States

**Trademark Applications:**

<u>Owner</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Country</u>
Percolate Industries, Inc.	Percolate	88300770	2/13/2019	United States