

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519307

<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>
Spicy Liquid, Inc.		04/12/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank USA, National Association, as Collateral Agent		
<b>Street Address:</b>	452 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4478351	CHOLULA	
<b>Registration Number:</b>	1555948	CHOLULA	
<b>Registration Number:</b>	3205626	CHOLULA	
<b>Registration Number:</b>	4860754	CHOLULA	
<b>Registration Number:</b>	3957131	CHOLULA HOT SAUCE	
<b>Registration Number:</b>	1910779	CHOLULA HOT SAUCE	
<b>Registration Number:</b>	1918953	CHOLULA HOT SAUCE	
<b>Registration Number:</b>	4478350	CHOLULA'S	
<b>Registration Number:</b>	4677164	COCULA	
<b>Registration Number:</b>	3921298		
<b>Registration Number:</b>	2860078		
<b>Registration Number:</b>	5291749	UNCAP REAL FLAVOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>TRADEMARK</b>			

CH \$315.00 4478351

<b>Address Line 4:</b>	New York, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	052023-0163
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	04/16/2019
<b>Total Attachments: 5</b> source=Heat -Trademark Security Agreement Executed#page1.tif source=Heat -Trademark Security Agreement Executed#page2.tif source=Heat -Trademark Security Agreement Executed#page3.tif source=Heat -Trademark Security Agreement Executed#page4.tif source=Heat -Trademark Security Agreement Executed#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 12, 2019, (this "Agreement"), among Spicy Liquid, Inc. (the "Grantor") and HSBC Bank USA, National Association, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of April 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement, dated as of April 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among Fiery Aroma, Inc., a Delaware corporation ("Holdings"), Glass Bottle, Inc., a Delaware corporation ("Intermediate Holdings"), Spicy Liquid, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and HSBC Bank USA, National Association, as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

**SECTION 1. *Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

**SECTION 2. *Grant of Security Interest.*** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"): all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and all proceeds of the foregoing; in each case to the extent the foregoing items constitute Collateral.

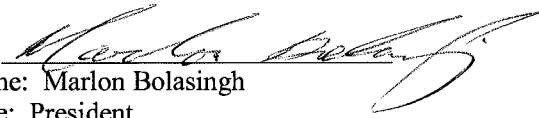
**SECTION 3. *Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. *Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SPICY LIQUID, INC.

By:   
Name: Marlon Bolasingh  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006620 FRAME: 0178**

HSBC BANK USA, NATIONAL ASSOCIATION,  
as the Collateral Agent.

By: *Michael Hinkley*  
Name: *Michael Hinkley*  
Title: *Vice President*

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**

**TRADEMARKS**

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Spicy Liquid, Inc.	4478351	CHOLULA
Spicy Liquid, Inc.	1555948	CHOLULA
Spicy Liquid, Inc.	3205626	CHOLULA
Spicy Liquid, Inc.	4860754	CHOLULA (Special Script)
		
Spicy Liquid, Inc.	3957131	CHOLULA HOT SAUCE and Design
		
Spicy Liquid, Inc.	1910779	CHOLULA LABEL IN COLOR
		
Spicy Liquid, Inc.	1918953	CHOLULA BOTTLE IN COLOR
		
Spicy Liquid, Inc.	4478350	CHOLULA'S
Spicy Liquid, Inc.	4677164	COCULA
Spicy Liquid, Inc.	3921298	Design Only
		
Spicy Liquid, Inc.	2860078	CHOLULA BOTTLE

Spicy Liquid, Inc.

5291749



UNCAP REAL FLAVOR

TRADEMARK APPLICATIONS

None