

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530946

<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>
Kitu Life, Inc.		04/08/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CircleUp Credit Advisors LLC		
<b>Street Address:</b>	30 Maiden Ln, Floor 6		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94108		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86893021	CAFFE SUNNIVA	
<b>Registration Number:</b>	5241368	FOCUS FOR YOUR MIND. ENERGY FOR YOUR BOD	
<b>Serial Number:</b>	87908804	KITU	
<b>Serial Number:</b>	87765437	SUNNIVA	
<b>Registration Number:</b>	5562120	SUNNIVA	
<b>Registration Number:</b>	5504600	SUNNIVA SUPER COFFEE	
<b>Serial Number:</b>	87014653	SUPER COFFEE	
<b>Serial Number:</b>	88173610	SUPER COFFEE	
<b>Serial Number:</b>	87899519	SUPER CREAMER	
<b>Serial Number:</b>	88169127	SUPERLATTE	
<b>Serial Number:</b>	87266630	THE WORLD'S 1ST SUPER COFFEE	
<b>Serial Number:</b>	88384183	KITU SUPER COFFEE	
<b>Serial Number:</b>	88384171	KITU SUPER ESPRESSO	
<b>Serial Number:</b>	88384169	SUPER ESPRESSO	
<b>Serial Number:</b>	88384166	CHANGE YOUR ENERGY CHANGE YOUR WORLD	
<b>Serial Number:</b>	88384158	WAKE 'EM UP	
<b>Serial Number:</b>	88384152	ATH-LIFER	
<b>Serial Number:</b>	88384145	POSITIVE ENERGY PROJECT	
<b>Serial Number:</b>	88384132	POSITIVE ENERGY	

CH \$515.00 86893021

Property Type	Number	Word Mark
Serial Number:	88384191	KITU SUPER CREAMER

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3124636242  
**Email:** uspt@polsinelli.com  
**Correspondent Name:** Monica Gutierrez  
**Address Line 1:** 150 N. Riverside Plaza  
**Address Line 2:** #3000  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Monica Gutierrez
<b>SIGNATURE:</b>	/Monica Gutierrez/
<b>DATE SIGNED:</b>	07/09/2019

**Total Attachments: 21**

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## INTELLECTUAL PROPERTY SECURITY AND ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AND ASSIGNMENT AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security and Assignment Agreement**”), dated as of April 8, 2019, is made by Kitu Life, Inc. (the “**Grantor**”) in favor of CIRCLEUP CREDIT ADVISORS LLC (the “**Lender**”).

WHEREAS, the Grantor and the Lender, are each party to the Credit and Security Agreement, dated as of March 22, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein, but not otherwise defined, have the meaning ascribed to such terms in the Loan Agreement.

WHEREAS, in connection with the Loan Agreement, and as material consideration for the Lender agreeing to lend money on the terms and conditions included therein, the Grantor hereby grants to the Lender, a security interest in, among other property, certain intellectual property of the Grantor and execute this IP Security and Assignment Agreement for recording with the United States Patent and Trademark Office (“PTO”) and the United States Copyright Office, (“USCO”) as the case may be.

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

(a) Grant of Security Interest in IP Collateral. As security for the prompt and complete payment or performance, as the case may be, in full of the Grantor’s obligations under the Loan Agreement, the Grantor, hereby grants to the Lender, its successors and permitted assigns, a security interest in all of the Grantor’s right, title and interest in, to and under all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the “**IP Collateral**”) thereto for such time as the Loan Agreement shall be in effect as set forth in paragraph (b) hereto:

- i. all trademark, service marks, certification marks, trade names registrations and applications for trademark (“Trademark”) registration in the PTO listed on Schedule I hereto;
- ii. all issued patents and pending patent applications (“Patent”) in the PTO listed on Schedule II hereto;
- iii. all copyright registrations and pending applications for copyright registration (“Copyright”) in the USCO listed on Schedule III;
- iv. all Internet domain names listed on Schedule IV; and
- v. all proceeds as defined in Article 9 of the UCC, and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions herein (and notwithstanding any recording of the Lender’s lien made in the USPTO, USCO, or other registry office in any other

jurisdiction), this IP Security and Assignment Agreement shall not constitute a grant of a security interest in any trademark applications filed in the USPTO on the basis of the Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application.

(b) Security for Secured Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security and Assignment Agreement secures the payment of all the Grantor's obligations under the Loan Agreement now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security and Assignment Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Grantor's obligations and that would be owed by the Grantor to the Lender under the Loan Agreement but for the fact that such obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

(c) Recordation. This IP Security and Assignment Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO and the USCO, as the case may be. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security and Assignment Agreement. The Grantor further authorizes Lender to take whatever acts or actions it shall deem necessary to perfect the grant of the security interest in the IP Collateral.

(d) Perfection and priority. Grantor represents and warrants to Lender that:

- i. The security interest in each Copyright that is the subject of a registration or application in the Copyright Office will be perfected upon the filing of Exhibit 1 in the Copyright Office.
- ii. The security interest in all other IP Collateral will be perfected upon: (a) for each Patent, the filing of Exhibit 2 in the PTO, and (b) for each Trademark, the filing of Exhibit 3 in the USPTO.

(e) After-acquired IP Collateral. Grantor will notify Lender of each acquisition after the executed date of this IP Security and Assignment Agreement of an interest in a registered or applied-for Copyright, Patent, Trademark, or Internet domain name. Grantor will provide the notice within 30 days of filing, along with addenda to Schedules I-III (each an Addendum), as appropriate, listing the acquired interests. Each Addendum will become part of the relevant Schedule effective upon Lender's receipt of the Addendum.

(f) Further Assurances. Upon Lender's request, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further actions as Lender reasonably deems appropriate to obtain the full benefits of this IP Security and Assignment Agreement, including:

- i. using reasonable efforts to obtain third-party consents and approvals for Grantor to grant a security interest in any item of IP Collateral to Lender, or for Lender to enforce the security interest or exercise other rights and remedies under this IP Security and Assignment Agreement, and
- ii. filing or cooperating with Lender in filing forms or other documents in connection with the perfection, protection, priority, or enforcement of the security interest, the termination or release of ineffective filings, and the recording of documents to cover missing steps in the chain of title.

(g) Covenants. Grantor covenants to Lender:

- i. it will not transfer any IP Collateral and any attempted transfer of IP Collateral by Grantor prior to payment or performance, as the case may be, in full of the Grantor's obligations under the Loan Agreement are hereby null and void ab initio; and
- ii. it will not create and will take any action necessary to remove any lien on the IP Collateral.

(h) Event of Default. While an Event of Default exists, Lender may take any appropriate actions to enforce, collect, protect the value of, or dispose of IP Collateral to the extent permitted by applicable law. Such actions may include:

- i. taking possession of any tangible IP Collateral, and entering premises where such IP Collateral is located to effect such possession,
- ii. preparing and advertising IP Collateral for sale, lease, license, or other disposition,
- iii. disposing of any IP Collateral by public or private sale, lease, license, or other disposition, at Lender's offices or elsewhere, at such prices as Lender deems acceptable, for cash or on credit, without assumption of any credit risk,
- iv. to the extent possible granting licenses and sublicenses in any IP Collateral to third parties, on an exclusive or nonexclusive basis, on such terms and conditions and in such manner as Lender may determine, with such licenses or sublicenses as are lawfully granted by Lender (or by Grantor by means of Lender's power of attorney) surviving as direct licenses or sublicenses of Grantor when the Event of Default no longer exists,

(i) Power of attorney. Grantor appoints Lender as its attorney-in-fact, with full power of substitution, without notice to or assent by Grantor, in its own name or in Grantor's name, in Grantor's place and stead,

- i. to file any documents with the applicable Copyright Office, PTO, or any Internet domain name registry that Lender reasonably deems appropriate in connection with the perfection, protection, priority, or enforcement of the security interest,
- ii. to take any actions required of Grantor under this IP Security and Assignment Agreement that Grantor fails or is unable to take in a timely manner, and

iii. while an Event of Default exists, to take any actions that Lender deems appropriate:

(a) to protect, preserve, or realize upon the IP Collateral and the security interest, and

(b) in connection with a disposition of any IP Collateral, (A) to assign or transfer title to such IP Collateral to itself or to any third-party purchaser, and (B) to file with any Copyright Office, PTO, or any Internet domain name registry or Governmental Authority any documents necessary or advisable to implement, effectuate, or reflect the disposition.

iv. This power of attorney is a power coupled with an interest and will be irrevocable as long as this Agreement is in effect or is reinstated.

(j) Execution in Counterparts. This IP Security and Assignment Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

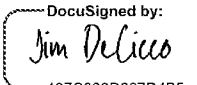
(k) Governing Law. This IP Security and Assignment Agreement and any claim, controversy or dispute arising under or related to this IP Security and Assignment Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware without regard to conflict of laws principles that would result in the application of any law other than the law of the State of Delaware.

(l) Severability. In case any one or more of the provisions contained in this IP Security and Assignment Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

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

Kitu Life, Inc.,  
as Grantor

By:   
Name: Jim DeCicco  
Title: CEO

ACCEPTED AND AGREED  
as of the date first above written:

CIRCLEUP CREDIT ADVISORS LLC,  
as Lender

By:   
Name: Karina Pitin  
Title: Manager

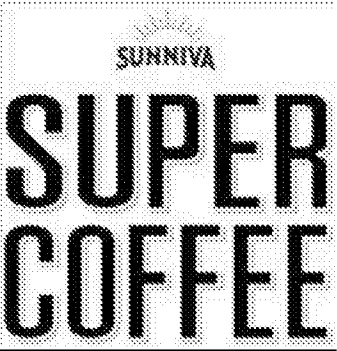
[Signature Page to IP Security and Assignment Agreement]

**SCHEDULE I****Trademarks and Trademark Applications**

U.S. Federal Trademarks

<b>Mark</b>	<b>Filing/ Registration Date</b>	<b>Serial/ Registration Number</b>	<b>Status</b>	<b>Owner</b>
<u>CAFFE SUNNIVA</u>	<u>Filed: February 1, 2016</u>	<u>SN: 86893021</u>	<u>Abandoned</u>	<u>Kitu Life, Inc.</u>
<u>FOCUS FOR YOUR MIND. ENERGY FOR YOUR BODY.</u>	<u>Registered July 11, 2017</u>  <u>Filed: December 13, 2016</u>	<u>RN: 5241368</u> <u>SN: 87266654</u>	<u>Registered</u>	<u>Kitu Life, Inc.</u>
<u>KITU</u>	<u>Filed: May 4, 2018</u>	<u>SN: 87908804</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>SUNNIVA</u>	<u>Filed: January 22, 2018</u>	<u>SN: 87765437</u>	<u>Abandoned</u>	<u>Kitu Life, Inc.</u>
<u>SUNNIVA</u>	<u>Registered September 11, 2018</u>  <u>Filed: June</u>	<u>RN: 5562120</u> <u>SN: 87489481</u>	<u>Registered</u>	<u>Kitu Life, Inc.</u>



	<u>14, 2017</u>			
<u>SUNNIVA SUPER COFFEE and Design</u>  	<u>Registered</u> <u>June 26,</u> <u>2018</u>  <u>Filed: June</u> <u>14, 2017</u>	<u>RN: 5504600</u> <u>SN: 87489493</u>	<u>Registered</u>	<u>Kitu Life, Inc.</u>
<u>SUPER COFFEE</u>	<u>Filed: April</u> <u>26, 2016</u>	<u>SN: 87014653</u>	<u>Abandoned</u>	<u>Kitu Life, Inc.</u>
<u>SUPER COFFEE</u>	<u>Filed:</u> <u>October 29,</u> <u>2018</u>	<u>SN: 88173610</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>SUPER CREAMER</u>	<u>Filed: April</u> <u>30, 2018</u>	<u>SN: 87899519</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>SUPERLATTE</u>	<u>Filed:</u> <u>October 25,</u> <u>2018</u>	<u>SN: 88169127</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>

<u>THE WORLD'S 1ST SUPER COFFEE</u>	<u>Filed: December 13, 2016</u>	<u>SN: 87266630</u>	<u>Abandoned</u>	<u>Kitu Life, Inc.</u>
<u>KITU SUPER CREAMER</u>	<u>Filed: April 12, 2019</u>	<u>SN: 88384191</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>KITU SUPER COFFE</u>	<u>Filed: April 12, 2019</u>	<u>SN: 88384183</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>KITU SUPER ESPRESSO</u>	<u>Filed: April 12, 2019</u>	<u>SN: 88384171</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>SUPER ESPRESSO</u>	<u>Filed: April 12, 2019</u>	<u>SN: 88384169</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>CHANGE YOUR ENERGY CHANGE YOUR WORLD</u>	<u>Filed: April 12, 2019</u>	<u>SN: 88384166</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>WAKE 'EM UP</u>	<u>Filed: April 12, 2019</u>	<u>SN: 88384158</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>ATH-LIFER</u>	<u>Filed: April 12, 2019</u>	<u>SN: 88384152</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>POSITIVE ENERGY PROJECT</u>	<u>Filed: April 12, 2019</u>	<u>SN: 88384145</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>
<u>POSITIVE ENERGY</u>	<u>Filed: April 12, 2019</u>	<u>SN: 88384132</u>	<u>Pending</u>	<u>Kitu Life, Inc.</u>

**SCHEDULE II**

**Patents and Patent Applications**

N/A

**SCHEDULE III**

**Copyrights and Copyright Applications**

N/A

**SCHEDULE IV**

**Internet Domain Names**

www.drinksupercoffee.com

**EXHIBIT 1**  
**FORM OF IP SECURITY DOCUMENT—COPYRIGHTS**

**COPYRIGHT SECURITY AGREEMENT**

April 8, 2019

**PARTIES**

Kitu Life, Inc., a Delaware Corporation, 1732 First Ave. #25614, New York, NY 10128 (**Borrower**)

CircleUp Credit Advisors LLC, a Delaware Limited Liability Company, 30 Maiden Ln Floor 6, San Francisco, CA 94108 (**Lender**)

**BACKGROUND**

This Copyright Security Agreement is executed pursuant to the Loan Agreement and the IP Security and Assignment Agreement, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, both dated [Date], between Borrower and Lender. Lender has agreed to make certain Loans to Borrower, and Borrower has agreed to provide certain IP Collateral to secure the Loans, all on the terms and conditions set forth in the Loan Agreement and the IP Security and Assignment Agreement. Those conditions include the execution, delivery and recordation of this Copyright Security Agreement (this **Agreement**).

**AGREEMENT**

The parties agree as follows:

**1. Supplement to IP Security and Assignment Agreement**

This Agreement has been entered into in conjunction with the security interest granted to Lender under the IP Security and Assignment Agreement. The terms of this Agreement are supplemental to and not in replacement of the terms of the IP Security and Assignment Agreement, and the rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, but in addition to, those set forth in the IP Security and Assignment Agreement. If there is any conflict between this Agreement and the IP Security and Assignment Agreement, the latter will govern.

**2. Security Interest and Collateral**

To secure Borrower's performance of its present and future obligations under the Loan Agreement, Borrower grants Lender a security interest in all Borrower's present and future rights and interest in the registered copyrights and copyright applications identified on Schedule 1 to this Agreement.

**3. Terms and usages in IP Security and Assignment Agreement**

All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings assigned to them in the IP Security and Assignment Agreement.

**4. Recording**

Borrower authorizes and requests the United States Copyright Office to record this Copyright Security Agreement.

**5. Termination**

When all the Loans have been completely and indefeasibly paid and performed in full this Agreement will terminate.

SIGNATURES

Kitu Life, Inc.

DocuSigned by:  
*Jim DeCicco*

By: \_\_\_\_\_  
407C020D627D4B5...

Name: Jim DeCicco

Title: CEO

CircleUp Credit Advisors LLC

DocuSigned by:  
*Karina Pitin*

By: \_\_\_\_\_  
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Name: Karina Pitin

Title: Manager

**SCHEDULE 1  
TO COPYRIGHT SECURITY AGREEMENT**

REGISTERED COPYRIGHTS

<u>TITLE OF WORK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
N/A		

COPYRIGHT APPLICATIONS

<u>TITLE OF WORK</u>	<u>APPLICATION DATE</u>
N/A	



**EXHIBIT 2**  
**FORM OF IP SECURITY DOCUMENT—PATENTS**

**PATENT SECURITY AGREEMENT**

April 8, 2019

**PARTIES**

Kitu Life, Inc., a Delaware Corporation, 1732 First Ave. #25614, New York, NY 10128 (**Borrower**)

CircleUp Credit Advisors LLC, a Delaware Limited Liability Company, 30 Maiden Ln Floor 6, San Francisco, CA 94108 (**Lender**)

**BACKGROUND**

This Patent Security Agreement is executed pursuant to the Loan Agreement and the IP Security and Assignment Agreement, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time both dated [Date], between Borrower and Lender. Lender has agreed to make certain Loans to Borrower, and Borrower has agreed to provide certain IP Collateral to secure the Loans, all on the terms and conditions set forth in the Loan Agreement and the Security Agreement. Those conditions include the execution, delivery and recordation of this Patent Security Agreement (this **Agreement**).

**AGREEMENT**

The parties agree as follows:

**1. Supplement to Security Agreement**

This Agreement has been entered into in conjunction with the security interest granted to Lender under the IP Security and Assignment Agreement. The terms of this Agreement are supplemental to and not in replacement of the terms of the IP Security and Assignment Agreement, and the rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, but in addition to, those set forth in the IP Security and Assignment Agreement. If there is any conflict between this Agreement and the IP Security and Assignment Agreement, the latter will govern.

**2. Security Interest and Collateral**

To secure Borrower's performance of its present and future obligations under the Loan Agreement, Borrower grants Lender a security interest in all Borrower's present and future rights and interest in the issued patents and patent applications identified on Schedule 1 to this Agreement.

**3. Terms and usages in Security Agreement**

All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings assigned to them in the IP Security and Assignment Agreement.

**4. Recording**

Borrower authorizes and requests the United States Patent and Trademark Office to record this Patent Security Agreement.

**5. Termination**

When all the Loans have been completely and indefeasibly paid and performed in full and Lender no longer has a commitment to make any Loan to Borrower, this Agreement will terminate.

SIGNATURES

Kitu Life, Inc.

DocuSigned by:  
*Jim DeCicco*

By: \_\_\_\_\_  
407C020D627D4B5...

Name: Jim DeCicco

Title: CEO

CircleUp Credit Advisors LLC

DocuSigned by:  
*Karina Pitin*

By: \_\_\_\_\_  
EAE60646C4AA459...

Name: Karina Pitin

Title: Manager

**SCHEDULE 1  
TO PATENT SECURITY AGREEMENT**

ISSUED PATENTS

<u>PATENT NUMBER</u>	<u>DATE ISSUED</u>	<u>TITLE</u>
N/A		

PATENT APPLICATIONS

<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>TITLE</u>
N/A		

**EXHIBIT 3**  
**FORM OF IP SECURITY DOCUMENT—TRADEMARKS**

**TRADEMARK SECURITY AGREEMENT**

April 8, 2019

**PARTIES**

Kitu Life, Inc., a Delaware Corporation, 1732 First Ave. #25614, New York, NY 10128 (**Borrower**)

CircleUp Credit Advisors LLC, a Delaware Limited Liability Company, 30 Maiden Ln Floor 6, San Francisco, CA 94108 (**Lender**)

**BACKGROUND**

This Trademark Security Agreement is executed pursuant to the Loan Agreement and the IP Security and Assignment Agreement, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, both dated [Date], between Borrower and Lender. Lender has agreed to make certain Loans to Borrower, and Borrower has agreed to provide certain IP Collateral to secure the Loans, all on the terms and conditions set forth in the Loan Agreement and the IP Security and Assignment Agreement. Those conditions include the execution, delivery and recordation of this Trademark Security Agreement (this **Agreement**).

**AGREEMENT**

The parties agree as follows:

**1. Supplement to IP Security and Assignment Agreement**

This Agreement has been entered into in conjunction with the security interest granted to Lender under the IP Security and Assignment Agreement. The terms of this Agreement are supplemental to and not in replacement of the terms of the IP Security and Assignment Agreement, and the rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, but in addition to, those set forth in the IP Security and Assignment Agreement. If there is any conflict between this Agreement and the IP Security and Assignment Agreement, the latter will govern.

**2. Security Interest and Collateral**

To secure Borrower's performance of its present and future obligations under the Loan Agreement, Borrower grants Lender a security interest in all Borrower's present and future rights and interest in the registered trademarks and trademark applications identified on Schedule 1 to this Agreement, together with the goodwill of the business connected with the use of or symbolized by such registered or applied-for trademarks.

**3. Terms and usages in IP Security and Assignment Agreement**

All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings assigned to them in the IP Security and Assignment Agreement.

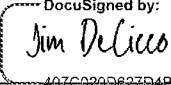
**4. Recording**


Borrower authorizes and requests the United States Patent and Trademark Office to record this Trademark Security Agreement.

**5. Termination**

When all the Loans have been completely and indefeasibly paid and performed in full and Lender no longer has a commitment to make any Loan to Borrower, this Agreement will terminate.

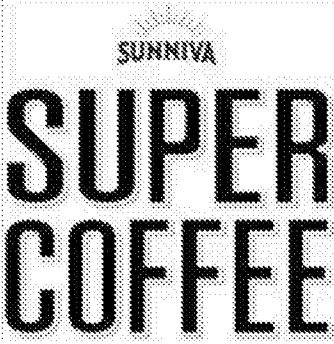
SIGNATURES

Kitu Life, Inc. DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jim DeCicco  
Title: CEO

CircleUp Credit Advisors LLC DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Karina Pitin  
Title: Manager

**SCHEDULE 1  
TO TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
FOCUS FOR YOUR MIND. ENERGY FOR YOUR BODY.	5241368	July 11, 2017
SUNNIVA	5562120	September 11, 2018
SUNNIVA SUPER COFFEE and Design 	5504600	June 26, 2018

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>
<u>CAFFE SUNNIVA</u>	<u>SN: 86893021</u>	<u>Filed: February 1, 2016</u>
<u>KITU</u>	<u>SN: 87908804</u>	<u>Filed: May 4, 2018</u>
<u>SUNNIVA</u>	<u>SN: 87765437</u>	<u>Filed: January 22, 2018</u>
<u>SUPER COFFEE</u>	<u>SN: 87014653</u>	<u>Filed: April 26, 2016</u>

<u>SUPER COFFEE</u>	<u>SN: 88173610</u>	<u>Filed: October 29, 2018</u>
<u>SUPER CREAMER</u>	<u>SN: 87899519</u>	<u>Filed: April 30, 2018</u>
<u>SUPERLATTE</u>	<u>SN: 88169127</u>	<u>Filed: October 25, 2018</u>
<u>THE WORLD'S 1ST SUPER COFFEE</u>	<u>SN: 87266630</u>	<u>Filed: December 13, 2016</u>
<u>KITU SUPER CREAMER</u>	SN: 88384191	Filed: April 12, 2019
<u>KITU SUPER COFFE</u>	SN: 88384183	Filed: April 12, 2019
<u>KITU SUPER ESPRESSO</u>	SN: 88384171	Filed: April 12, 2019
<u>SUPER ESPRESSO</u>	SN: 88384169	Filed: April 12, 2019
<u>CHANGE YOUR ENERGY CHANGE YOUR WORLD</u>	SN: 88384166	Filed: April 12, 2019
<u>WAKE 'EM UP</u>	SN: 88384158	Filed: April 12, 2019
<u>ATH-LIFER</u>	SN: 88384152	Filed: April 12, 2019
<u>POSITIVE ENERGY PROJECT</u>	SN: 88384145	Filed: April 12, 2019
<u>POSITIVE ENERGY</u>	SN: 88384132	Filed: April 12, 2019