

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Good Beans LLC		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lago Innovation Fund, LLC		
Street Address:	500 W Madison Street		
Internal Address:	Suite 1000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5926682	SUNNY SPOT	
Registration Number:	5936790	ALPHA BLEND	
Registration Number:	5926556	MORNING WALK	
Registration Number:	5815341	SIT & STAY	
Registration Number:	5209305	WAKE. BREW. RESCUE. REPEAT.	
Registration Number:	4761557	EVERY CUP SAVES A PUP	
Registration Number:	4689917	GROUNDS AND HOUNDS COFFEE CO.	
Registration Number:	4589876	GROUNDS AND HOUNDS	
Registration Number:	4827720	EVERY POUND SAVES A HOUND GROUNDS & HOUN	
Registration Number:	5291061	PAPER & SLIPPERS	
Registration Number:	5522561	EVERY POUND SAVES A HOUND	
Registration Number:	5764187	FRESH BREW & RESCUE	
Serial Number:	88751338	INDEPENDENT COFFEE SOLUTIONS	
Serial Number:	88363378	GOOD BOY	
Serial Number:	88363387	FREEDOM RIDE	
Serial Number:	88363408	PUPPY BOWL BLEND	
Serial Number:	87119230	UPPERS & PUPPERS	
Serial Number:	87717814	HUSH PUPPY	
TRADEMARK			

OP \$490.00 5926682

Property Type	Number	Word Mark
Serial Number:	88113485	HAPPINESS CAN'T BE BOUGHT - BUT IT CAN B

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

ATTORNEY DOCKET NUMBER:	5842574 TM C
NAME OF SUBMITTER:	D'Arcy Conrique
SIGNATURE:	/D'Arcy Conrique/
DATE SIGNED:	02/03/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 31, 2020 (the "**Agreement**") between **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company ("**Lender**") and **GOOD BEANS LLC**, a Delaware limited liability company ("**Grantor**"), is made with reference to (i) the Unconditional Guaranty, dated as of January 31, 2020 (as amended from time to time, the "**Guaranty**"), by and among, inter alios, Lender and Grantor, (ii) the Third Party Security Agreement, dated as of January 31, 2020 (as amended from time to time, the "**Security Agreement**"), by and among, inter alios, Lender and Grantor and (iii) the Loan and Security Agreement, dated as of January 31, 2020 (as amended from time to time, the "**Loan Agreement**") by and between Lender and Authentic Brands LLC, a Delaware limited liability company. Terms defined in the Guaranty have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Guaranty, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include the Excluded Collateral and the Additional Excluded Collateral (as such terms are defined in the Loan Agreement). The rights and remedies

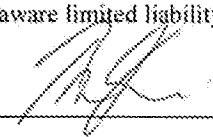
of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Guaranty and Security Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Guaranty or Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

GOOD BEANS LLC,
a Delaware limited liability company

By:  _____

Name: Tom Davin

Title: Co-Chief Executive Officer

Address for Notices:
c/o AUTHENTIC BRANDS LLC
355 Spencer Lane
San Antonio, TX 78201
Attn: Robert Baker
e: rbaker@blackriflecoffee.com

with a copy to:

Baer & Hostetler LLP
127 Public Square, Suite 2000
Cleveland, Ohio 44114
Attn: Robert Baker
e: gskumski@bakerlaw.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Address for Notices:
LAGO INNOVATION FUND, LLC
500 W Madison Street, Suite 1000
Chicago, IL 60661
Attn: Heather La Freniere
e: heather@lagoinnovation.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

GOOD BEANS LLC,
a Delaware limited liability company

By: _____

Name: Tom Davin

Title: Co-Chief Executive Officer

Address for Notices:

c/o AUTHENTIC BRANDS LLC
355 Spencer Lane
San Antonio, TX 78201
Attn: Robert Baker
e: rbaker@blackriflecoffee.com

with a copy to:

Baer & Hostetler LLP
127 Public Square, Suite 2000
Cleveland, Ohio 44114
Attn: Robert Baker
e: gskupski@bakerlaw.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By: Heather LaFreniere

Name: Heather LaFreniere

Title: Managing Partner

Address for Notices:

LAGO INNOVATION FUND, LLC
500 W Madison Street, Suite 1000
Chicago, IL 60661
Attn: Heather La Freniere
e: heather@lagoinnovation.com


EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Country</u>
INDEPENDENT COFFEE SOLUTIONS	88751338	N/A	1/8/2020	N/A	United States of America
SUNNY SPOT	88478803	5926682	6/18/2019	12/03/2019	United States of America
ALPHA BLEND	88446202	5936790	24-MAY-2019	17-DEC-2019	United States of America
MORNING WALK	88446207	5926556	24-MAY-2019	03-DEC-2019	United States of America
GOOD BOY	88363378	N/A	29-MAR-2019	N/A	United States of America
FREEDOM RIDE	88363387	N/A	29-MAR-2019	N/A	United States of America
PUPPY BOWL BLEND	88363408	N/A	29-MAR-2019	N/A	United States of America
SIT & STAY	88195748	5815341	15-NOV-2018	23-JUL-2019	United States of America
WAKE. BREW. RESCUE. REPEAT.	87208736	5209305	10/19/2016	5/23/2017	United States of America
EVERY CUP SAVES A PUP	86251723	4761557	4/14/2014	6/23/2015	United States of America
GROUND & HOUNDS COFFEE CO.	86193637	4689917	2/14/2014	2/17/2015	United States of America
GROUND & HOUNDS	85949753	4589876	6/4/2013	8/19/2014	United States of America
	86144837	4827720	12/16/2013	10/6/2015	United States of America


<u>Mark / Title:</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Country</u>
PAPER & SLIPPERS	87363517	5291061	3/8/2017	9/19/2017	United States of America
GROUND AND HOUNDS COFFEE CO.		TMA963023		2/15/2017	Canada
GROUND & HOUNDS COFFEE CO.		UK00003054900		9/5/2014	United Kingdom
GROUND & HOUNDS COFFEE CO.		1620699		1/23/2015	Australia
GROUND & HOUNDS COFFEE CO.		302014003511.1		9/9/2014	Germany
UPPERS AND PUPPERS	87119230	N/A	8/31/2018	N/A	United States of America
EVERY POUND SAVES A HOUND	87521321	5522561	7/10/2017	7/24/2018	United States of America
HUSH PUPPY	87717814	N/A	12/12/2017	N/A	United States of America
FRESH BREW AND RESCUE	87447808	5764187	5/12/2017	5/28/2019	United States of America
	88113485	N/A	9/12/2018	N/A	United States of America

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>