

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3 BADGE BEVERAGE CORPORATION		06/11/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF MARIN		
Street Address:	P.O. Box L		
City:	Novato		
State/Country:	CALIFORNIA		
Postal Code:	94948		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4526773	SUBTERRA	
Registration Number:	5634173	PIVÓN	
Registration Number:	5460424	CEDAR + SALMON	
Registration Number:	5100951	BOZAL	
Registration Number:	5069344	PASOTE	
CORRESPONDENCE DATA			
Fax Number:	3236512577		
<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:	3238521000		
Email:	sbarnett@frandzel.com		
Correspondent Name:	Wesley King/Sandy Barnett		
Address Line 1:	1000 Wilshire Blvd., 19th floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2427		
NAME OF SUBMITTER:	Wesley King		
SIGNATURE:	/s/ Wesley King		
DATE SIGNED:	06/18/2020		
Total Attachments: 4			
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RECORDING REQUESTED BY:

BANK OF MARIN
P.O. Box L
Novato, CA 94948
Attention: Cheryl Cinelli

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of June 11, 2020 is made by 3 BADGE BEVERAGE CORPORATION, a California corporation ("Grantor") in favor of BANK OF MARIN, a California commercial bank ("Grantee") and is being delivered in connection with that certain Business Loan Agreement (Asset Based) dated as of January 8, 2019 ("Loan Agreement"), by and between Grantor and Grantee.

WHEREAS, pursuant to the Loan Agreement, Grantee has extended one or more loans in the aggregate maximum principal sum not to exceed \$10,000,000.00 to Grantee (the "Loan");

WHEREAS, pursuant to that certain Trademark, Patent, Copyright and License Security Agreement dated as of October 3, 2017 and executed by Grantor in favor of Grantee ("Security Agreement") as security for Grantor's obligations under the Loan Agreement, among other things, Grantor granted to Grantee a security interest in, among other property, the current and future intellectual property of Grantor;

WHEREAS, Grantor has agreed to execute and deliver this Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO");

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.
2. Grant of Security. Pursuant to the Security Agreement, Grantor pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in and to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):
 - a. the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");
 - b. all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and convention and otherwise throughout the world;

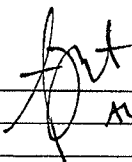
- c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d. any and all claims and causes of action, with respect, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default with the right but no obligation to sue for such legal and equitable relief to collective or otherwise recover, any such damages
3. Recordation. Grantor hereby authorizes the commissioner for trademarks and for any other government officials to record and register this Agreement upon request by Grantor.
 4. Other Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement . The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Security Agreement and the other Loan Documents and nothing in this Agreement shall be deemed to limit such rights and remedies.
 5. Execution in Counterparts. This Agreement may be execute din counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic formal (*i.e.*, a “pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.
 6. Successor and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall he governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict-of law provision or rule (whether of the State of California or any other jurisdiction).
 8. Disputes. Ail claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising: out of or relating in any way to this Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[SIGNATURE PAGE TO FOLLOW]

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


GRANTOR:

3 BADGE BEVERAGE CORPORATION,
a California corporation

By: 
Name: AUGUST SEBASTIANI
Its: PRESIDENT

AGREED TO AND ACCEPTED:

BANK OF MARIN,
a California commercial bank

By: 
Name: Cheryl Culleri
Its: SVP

SCHEDULE 1
to Trademark Agreement

United States - Registered Trademarks

<u>Mark</u>	<u>Design (if any)</u>	<u>Registration Number</u>	<u>Serial Number</u>
SUBTERRA		4526773	85845233
LA PIVÓN		5634173	87637153
CEDAR + SALMON		5460424	87393107
BOZAL		5100951	86518057
PASOTE		5069344	86518062