

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olipop Inc.		08/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dwight Funding LLC		
Street Address:	787 Eleventh Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88171419	PLANT POWERED MICROBIOME APPROVED	
Serial Number:	88171422	FEED LIFE	
Serial Number:	88171421	WE'RE ALL JUST BACTERIA BABY	
Serial Number:	87545180	OLIPOP	
CORRESPONDENCE DATA			
Fax Number:	2122094443		
<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:	212-209-4400		
Email:	jwurst@atllp.com, iptm@atllp.com, ddiamentwood@atllp.com		
Correspondent Name:	Jeffrey A. Wurst/Armstrong Teasdale LLP		
Address Line 1:	919 Third Avenue, 37th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Jeffrey A. Wurst		
SIGNATURE:	/Jeffrey A. Wurst/		
DATE SIGNED:	08/27/2020		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as the same may from time to time be amended, restated, joined, extended, supplemented and/or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of August ¹⁸ __, 2020 by OLIPOP INC., a corporation organized and existing under and pursuant to the laws of the State of Delaware (the “Grantor”), with a principal address of 425 Merrit Avenue, Oakland, CA 94610, in favor of DWIGHT FUNDING LLC, a limited liability company organized and existing under and pursuant to the laws of the State of Delaware (the “Lender”), with a principal address of 787 Eleventh Ave., 10th floor, New York, NY 10019. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the LSA (defined below).

RECITALS

A. Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith, between the Grantor and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the “LSA”);

B. Under the terms of the LSA and the Other Documents (collectively, the “Loan Documents”), Grantor has granted to Lender, a security interest in substantially all of Grantor’s assets, and agrees as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the LSA and to agree, subject to the terms and conditions set forth therein, to make the Advances to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantor’s Indebtedness under the Loan Documents, Grantor hereby grants to Lender, a continuing security interest in and to all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by Grantor (collectively, the “Intellectual Property Collateral”):

- a. The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);
- b. The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);
- c. The U.S., state and foreign trademark and service mark registrations, trademark

and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

- d. The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);
- e. Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;
- f. Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;
- g. Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and
- h. Any and all products and proceeds of any of the foregoing.

2. Notwithstanding anything contained in this IP Security Agreement or any of the Loan Documents to the contrary, the term “Intellectual Property Collateral” shall not include any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

3. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

4. Assignment. Following the occurrence of an Event of Default (subject to the applicable notice and cure periods therein) that has not been waived in writing, Grantor shall, upon request by the Lender, execute and deliver to the Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

5. Power of Attorney. Grantor hereby irrevocably grants to the Lender a power of attorney to act as Grantor’s attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lender’s reasonable discretion, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

- a. To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest;
 - b. Following the occurrence of an Event of Default (subject to the applicable notice and cure periods therein) that has not been waived in writing, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, that except following the occurrence of an Event of Default, Lender will not: (x) take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Lender; or (y) undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office, it being agreed that responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office albeit for the benefit of the Lender;
 - c. To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law; and
 - d. Following the occurrence of an Event of Default (subject to the applicable notice and cure periods therein) that has not been waived in writing to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property Collateral, pursuant to the LSA.
 - e. The foregoing power of attorney is coupled with an interest and is irrevocable until the Indebtedness secured hereby has been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the LSA has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lender to make Advances have been terminated.
6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to

Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Indebtedness (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the LSA (except for any obligations designated thereunder surviving the termination thereof). After any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination. Immediately thereafter the deliveries set forth in the immediate preceding sentence, this IP Security Agreement shall terminate.

7. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, Grantor shall provide the Lender prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by Grantor.

8. Miscellaneous.

- a. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the LSA. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the LSA, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the LSA, the provisions of the LSA shall govern.
- b. This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.
- c. All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

OLIPOP INC.

By: DocuSigned by:
Ben Goodwin
BB475A995DDF42B...
Name: Charles "Ben" Goodwin
Title: CEO

LENDER:

DWIGHT FUNDING LLC

By: DocuSigned by:
Ben Brachot
D9C70C07B4B3494...
Ben Brachot, Managing Director

SCHEDULE A

COPYRIGHT COLLATERAL

NONE

SCHEDULE B

PATENT COLLATERAL

NONE

SCHEDULE C

TRADEMARKS AND TRADE NAMES
UNITED STATES TRADEMARKS

<u>NAME</u>	<u>WORD MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
Olipop, Inc.	Plant Powered	88171419	October 26, 2018
	Microbiome Approved		
	Feed Life	88171422	October 26, 2018
	We're all Just Bacteria Baby	88171421	October 26, 2018
	Olipop	87545180	July 27, 2017

FOREIGN TRADEMARKS

NONE

SCHEDULE D
DOMAIN NAMES

(1) <https://drinkolipop.com/>

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