

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619630

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Holy Kombucha, Inc. | | 01/08/2021 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | MCA FINANCIAL SOLUTIONS, LLC | | |
| Street Address: | 2500 Dallas Parkway | | |
| Internal Address: | Suite 533 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75093 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5218347 | YERBUCHA | |
| Registration Number: | 5198171 | DRINK WELL. DO BETTER. | |
| Registration Number: | 5184617 | HOLY KOMBUCHA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 214-692-62 | | |
| <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: | 214-692-6200 | | |
| Email: | wptrademarks@wickphillips.com | | |
| Correspondent Name: | Isaac Brown | | |
| Address Line 1: | 3131 McKinney Avenue | | |
| Address Line 2: | Suite 100 | | |
| Address Line 4: | Dallas, TEXAS 75204 | | |
| ATTORNEY DOCKET NUMBER: | 1962.04 | | |
| NAME OF SUBMITTER: | Isaac Brown | | |
| SIGNATURE: | /Isaac Brown/ | | |
| DATE SIGNED: | 01/11/2021 | | |
| Total Attachments: 3 | | | |

OP \$90.00 5218347

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source=EXECUTED - AR_IP_Security_Agreement_-MCP_IV___Holy_Kombucha - 01-08-2021#page2.tif
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is executed as of January 8, 2021, by HOLY KOMBUCHA, INC., a Texas corporation (together with its permitted successors and assigns, the "Company"), in favor of MONTGOMERY CAPITAL PARTNERS IV, LP, a Texas limited partnership (the "Secured Party"). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of June 17, 2020, by the Company in favor of MCA FINANCIAL SOLUTIONS, LLC, a Texas limited liability company (the "Original Agreement").

Recitals

A. Reference is made to that certain Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated modified or otherwise supplemented from time to time, the "Security Agreement"), executed by and among the Company and the Secured Party; and

B. The Company owns the registered copyrights, trademarks and applications therefor more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Intellectual Property").

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to Secured Party a security interest in the Intellectual Property to secure the prompt payment, performance and observance of the Indebtedness, as defined in the Security Agreement.

1. The Company hereby represents that Schedule A hereto contains a complete list, as of the date hereof, of registrations or applications for registration of copyrights, trademarks, or patents in or to which the Company has any right, title, interest, claim or demand. After the date hereof, the Company shall provide the Secured Party with prompt written notice of any addition or change to Schedule A necessary to maintain the completeness or accuracy of such schedule. The Company shall execute any amendments, supplements or restatements of this Agreement as the Secured Party may reasonably request in order to perfect or maintain the Secured Party's lien in the Intellectual Property.

2. The Company hereby grants to the Secured Party a security interest to secure the prompt payment, performance and observance of the Indebtedness, in all right, title and interest of the Company in and to all Intellectual Property, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Amended and Restated Promissory Note of even date herewith, executed by the Company in favor of the Secured Party.


3. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed as of the day and year first written above.

COMPANY:

HOLY KOMBUCHA, INC.,
a Texas corporation

By:  _____
Name: LEANDRO BIENATI
Title: CEO

[Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 007145 FRAME: 0399

SCHEDULE A

TRADEMARKS

| Mark | Reg. No. | Reg. Date | Status |
|-----------------------|-----------------|------------------|---------------|
| YERBUCHA | 5,218,347 | June 6, 2017 | Active |
| DRINK WELL, DO BETTER | 5,198,171 | May 9, 2017 | Active |
| HOLY KOMBUCHA | 5,184,617 | April 18, 2017 | Active |

REGISTERED COPYRIGHTS

| Title | Reg. No. | Reg. Date |
|--------------|-----------------|------------------|
| None | | |
| | | |

PATENTS

| Title | Reg. No. | Reg. Date |
|--------------|-----------------|------------------|
| None | | |
| | | |