

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639554

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
O2COOL, LLC f/k/a MIDDLETON O2COOL LLC		04/13/2021	Limited Liability Company: DELAWARE
MOVEABILITY BRANDS, LLC		04/13/2021	Limited Liability Company: DELAWARE
O2C GALACTIC, LLC		04/13/2021	Limited Liability Company: DELAWARE
O2C RALEIGH, LLC		04/13/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CIBC BANK USA
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Illinois State Chartered Bank: ILLINOIS

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5717429	MOVEABILITY BRANDS
Registration Number:	5717436	MB
Registration Number:	4386433	ZINGER
Registration Number:	5049602	Z
Registration Number:	4490831	CITRUS ZINGER
Registration Number:	5112969	ZING ANYTHING
Registration Number:	5428800	BOBBLE INFUSE
Registration Number:	4916802	PRESSE BY BOBBLE
Registration Number:	4675557	BOBBLE
Registration Number:	5428799	BOBBLE INSULATE
Registration Number:	4164473	BOBBLE
Registration Number:	4308713	BOBBLE
Registration Number:	3992585	BOBBLE
Registration Number:	4068331	BOBBLE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88881033	PRESSE TO GO
Registration Number:	6103003	CUTIE CABOOTIE
Registration Number:	6102653	TREVA
Registration Number:	4695421	BOTS
Registration Number:	5200355	BOTS
Registration Number:	3659278	LUNCHBOTS

**CORRESPONDENCE DATA**

Fax Number: 3123468434  
*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: 3124767558  
Email: mefdocket@lplegal.com  
Correspondent Name: Marc E. Fineman  
Address Line 1: 2 N. LaSalle Street  
Address Line 2: Suite 1300  
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	41696-114200
NAME OF SUBMITTER:	Marc E. Fineman
SIGNATURE:	/Marc E. Fineman/
DATE SIGNED:	04/15/2021

**Total Attachments: 7**  
source=O2C-CIBC IP Security Agreement#page1.tif  
source=O2C-CIBC IP Security Agreement#page2.tif  
source=O2C-CIBC IP Security Agreement#page3.tif  
source=O2C-CIBC IP Security Agreement#page4.tif  
source=O2C-CIBC IP Security Agreement#page5.tif  
source=O2C-CIBC IP Security Agreement#page6.tif  
source=O2C-CIBC IP Security Agreement#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of April 13, 2021, by O2COOL, LLC f/k/a MIDDLETON O2COOL LLC, MOVEABILITY BRANDS, LLC, O2C GALACTIC, LLC and O2C RALEIGH, LLC (individually and collectively, the “Grantor”), in favor of CIBC BANK USA (the “Lender”).

### RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of November 1, 2018, as amended from time to time (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) with Lender, pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain Subsidiaries of Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark application and trademark registration, including, without limitation, each trademark, trademark application and trademark registration referred to in Schedule 1 annexed hereto, together with any divisions, renewals or other extensions thereof and all goodwill associated therewith, provided, however, that this Agreement shall not operate as a grant of security interest, assignment or other right to Lender with respect to any pending United States “intent-to-use” trademark application for which an Amendment to Allege Use or Statement of Use for all goods and services identified therein has not yet been filed and accepted by the United States Patent and Trademark Office (“USPTO”) so long as and only to the extent such grant would result in the forfeiture of Grantor’s rights in such “intent to use” trademark application (further provided that when an Amendment to Allege Use or Statement of Use for all goods and services identified in such application has been filed and accepted by the USPTO, then such application shall cease to be exempted from this Agreement);
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any

trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

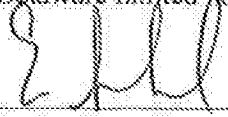
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

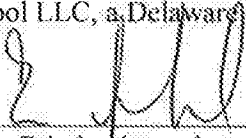
[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

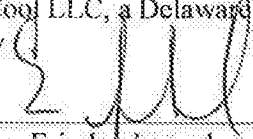
**O2COOL, LLC f/k/a MIDDLETON O2COOL LLC**, a Delaware limited liability company

By:   
Name: Eric Lockwood  
Title: Chief Executive Officer

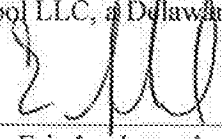
**O2COOL GALACTIC, LLC**, a Delaware limited liability company

By: O2Cool LLC, a Delaware limited liability company   
Name: Eric Lockwood  
Title: Chief Executive Officer

**MOVEABILITY BRANDS, LLC**, a Delaware limited liability company

By: O2Cool LLC, a Delaware limited liability company   
Name: Eric Lockwood  
Title: Chief Executive Officer

**O2C RALEIGH, LLC**, a Delaware limited liability company

By: O2Cool LLC, a Delaware limited liability company   
Name: Eric Lockwood  
Title: Chief Executive Officer

Acknowledged:

CIBC BANK USA, an Illinois State Chartered Bank

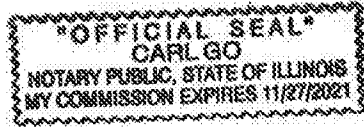
By: *Adam Ruchim*  
Name: Adam Ruchim  
Title: Managing Director

120 South LaSalle Street  
Chicago, Illinois 60603

*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK**  
**REEL: 007257 FRAME: 0011**

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )



On this 17 day of April, 2021, before me personally appeared Eric Lockwood, the Chief Executive Officer of O2Cool, LLC, whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of each of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Carl Go

Notary Public

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Current Record Owner
MOVEABILITY BRANDS	US	87818222	2018-03-02	5717429	2019-04-02	MOVEABILITY BRANDS, LLC
MB (Design)	US	87819777	2018-03-05	5717436	2019-04-02	MOVEABILITY BRANDS, LLC
ZINGER	US	85632005	2012-05-22	4386433	2013-08-20	O2C GALACTIC, LLC
Z (Design)	US	86915911	2016-02-22	5049602	2016-09-27	O2C GALACTIC, LLC
CITRUS ZINGER	US	86004662	2013-07-08	4490831	2014-03-04	O2C GALACTIC, LLC
ZING ANYTHING	US	87006586	2016-04-19	5112969	2017-01-03	O2C GALACTIC, LLC
BOBBLE INFUSE	US	86706786	2015-07-28	5428800	2018-03-20	O2C RALEIGH, LLC
PRESSE BY BOBBLE	US	86446267	2014-11-06	4916802	2016-03-15	O2C RALEIGH, LLC
BOBBLE	US	86383089	2014-09-02	4675557	2015-01-20	O2C RALEIGH, LLC
BOBBLE INSULATE	US	86706780	2015-07-28	5428799	2018-03-20	O2C RALEIGH, LLC
BOBBLE	US	85459703	2011-10-29	4164473	2012-06-26	O2C RALEIGH, LLC
BOBBLE	US	85688957	2012-07-27	4308713	2013-03-26	O2C RALEIGH, LLC
BOBBLE	US	85126178	2010-09-09	3992585	2011-07-12	O2C RALEIGH, LLC
BOBBLE (Design)	US	85126254	2010-09-09	4068331	2011-12-06	O2C RALEIGH, LLC
B (Design)	US	88806304	2020-02-21			O2C RALEIGH, LLC *
BOBBLE (Design)	US	88806348	2020-02-21			O2C RALEIGH, LLC *
PRESSE TO GO	US	88881033	2020-04-21			O2C RALEIGH, LLC
TREVA	US	88806326	2020-02-21			O2COOL, LLC *
CUTIE CABOOTIE	US	88242073	2018-12-26	6103003	2020-07-14	O2COOL, LLC
TREVA	US	87981931	2018-05-04	6102653	2020-07-14	O2COOL, LLC
TREVA	US	88857771	2020-04-02			O2COOL, LLC *
BOTS	US	86335566	2014-07-12	4695421	2015-03-03	O2COOL, LLC
BOTS (Design)	US	86443348	2014-11-03	5200355	2017-05-09	O2COOL, LLC
LUNCHBOTS	US	77579093	2008-09-25	3659278	2009-07-21	O2COOL, LLC
* Indicates excluded "intent to use" application						

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT



Title	Country	Application No.	Filing Date	Patent No.	Grant Date	Current Record Owner
ESSENCE EXTRACTOR	US	12/961828	2010-12-07	8613402	2013-12-24	O2C GALACTIC, LLC
ESSENCE EXTRACTING DRINKING VESSEL	US	13/219985	2011-08-29	8740116	2014-06-03	O2C GALACTIC, LLC
CITRUS PRESS DRINKING VESSEL	US	14/011904	2013-08-28	10420361	2019-09-24	O2C GALACTIC, LLC
BEVERAGE FILTERING SYSTEM	US	15/631065	2017-06-23			O2C RALEIGH, LLC
WATER BOTTLE	US	29/354750	2010-01-28	D621660	2010-08-17	O2C RALEIGH, LLC
WATER BOTTLE	US	29/358,390	2010-03-26	D620,758	2010-08-03	O2C RALEIGH, LLC
BOTTLE TOP WITH FILTER	US	29/362494	2010-05-26	D631,285	2011-01-25	O2C RALEIGH, LLC
BOTTLE TOP WITH FILTER	US	29/362495	2010-05-26	D631,286	2011-01-25	O2C RALEIGH, LLC
BEVERAGE CONTAINER	US	29/415601	2012-03-12	D686453	2013-07-23	O2C RALEIGH, LLC
BEVERAGE CONTAINER	US	29/458418	2013-06-19	D692724	2013-11-05	O2C RALEIGH, LLC
BEVERAGE CONTAINER	US	29/458425	2013-06-19	D692277	2013-10-29	O2C RALEIGH, LLC
BOTTLE	US	29/492757	2014-06-03	D742175	2015-11-03	O2C RALEIGH, LLC
TEA INFUSER	US	29/288175	2007-06-01	D574185	2008-08-05	O2C RALEIGH, LLC
CARAFE	US	29/503276	2014-09-24	D751331	2016-03-15	O2C RALEIGH, LLC
CANISTER	US	29/532821	2015-07-10	D753445	2016-04-12	O2C RALEIGH, LLC
CONTAINER WITH SLEEVE	US	29/604064	2017-05-15	D847576	2019-05-07	O2C RALEIGH, LLC
CLOSURE	US	29/586910	2016-12-07	D810,503	2018-02-20	O2C RALEIGH, LLC
BEVERAGE FILTERING SYSTEM	US	12/660851	2010-03-04	10034569	2018-07-31	O2C RALEIGH, LLC
CANISTER	US	29/586912	2016-12-07	D828114	2018-09-11	O2C RALEIGH, LLC
BOTTLE WITH CLOSURE	US	29/574876	2016-08-19	D823061	2018-07-17	O2C RALEIGH, LLC
CAP FOR A CONTAINER	US	29/574872	2016-08-19	D812966	2018-03-20	O2C RALEIGH, LLC
WATER PITCHER AND FILTER	US	29/386764	2011-03-04	D657180	2012-04-10	O2C RALEIGH, LLC
PITCHER	US	29/393503	2011-06-06	D649827	2011-12-06	O2C RALEIGH, LLC
WATER TREATMENT DEVICE	US	29/393504	2011-06-06	D675708	2013-02-05	O2C RALEIGH, LLC
WATER TREATMENT HOUSING	US	29/393505	2011-06-06	D657844	2012-04-17	O2C RALEIGH, LLC
BOTTLE CAP	US	29/403184	2011-10-03	D682017	2013-05-14	O2C RALEIGH, LLC
LUNCHBOX	US	29/392265	2011-05-19	D657210	2012-04-10	O2C RALEIGH, LLC
BOTTLE	US	29/492759	2014-06-03	D787945	2017-05-30	O2C RALEIGH, LLC
BOTTLE	US	29/517567	2015-02-13	D794392	2017-08-15	O2C RALEIGH, LLC
BOTTLE TOP WITH FILTER	US	29/517574	2015-02-13	D753791	2016-04-12	O2C RALEIGH, LLC
BOTTLE	US	29/517575	2015-02-13	D789745	2017-06-20	O2C RALEIGH, LLC
BOTTLE	US	29/517576	2015-02-13	D796261	2017-09-05	O2C RALEIGH, LLC
SQUEEZABLE BEVERAGE BOTTLE AND FILTER SYSTEM	US	13/578611	2011-02-11	9004292	2015-04-14	O2C RALEIGH, LLC
SQUEEZABLE BEVERAGE BOTTLE AND FILTER SYSTEM	US	14/630717	2015-02-25	9833731	2017-12-05	O2C RALEIGH, LLC
BOTTLE FILTER CAP	US	90/012453	2012-08-24	5609759	2015-05-05	O2C RALEIGH, LLC
SHROUD FOR BOTTLE MOUNTED FILTERS	US	90/012452	2012-08-24	6153096	2014-08-19	O2C RALEIGH, LLC
CONTAINER	US	29/468646	2013-10-01	D744293	2015-12-01	O2COOL, LLC
CONTAINER	US	29/468647	2013-10-01	D744294	2015-12-01	O2COOL, LLC
CONTAINER	US	29/468648	2013-10-01	D744295	2015-12-01	O2COOL, LLC
NECKLACE FAN WITH INLET GUARD	US	29/421190	2012-06-11	D701298	2014-03-18	O2COOL, LLC
BOTTLE CLOSURE	US	16/576969	2019-09-20	10875042	2020-12-29	O2COOL, LLC
PORTABLE FAN	US	29/241131	2005-10-24	D543614	2007-05-29	O2COOL, LLC
FAN	US	29/676508	2019-01-11	D906509	2020-12-29	O2COOL, LLC
FAN	US	29/675200	2018-12-28	D898894	2020-10-13	O2COOL, LLC
BOTTLE CAP	US	29/696594	2019-06-28	D893939	2020-08-25	O2COOL, LLC
BOTTLE CAP	US	29/696597	2019-06-28	D893940	2020-08-25	O2COOL, LLC
BOTTLE CAP	US	29/721590	2020-01-22			O2COOL, LLC
CLIP	US	29/728258	2020-03-17			O2COOL, LLC
CLIP	US	29/728269	2020-03-17			O2COOL, LLC
CLIP	US	29/728277	2020-03-17			O2COOL, LLC
CLIP	US	29/728281	2020-03-17			O2COOL, LLC
FAN	US	29/730374	2020-04-03			O2COOL, LLC
FAN	US	29/728294	2020-03-17			O2COOL, LLC
FAN	US	29/728299	2020-03-17			O2COOL, LLC
FAN	US	29/728290	2020-03-17			O2COOL, LLC
MISTING FAN	US	29/730403	2020-04-03			O2COOL, LLC
HAND WARMER	US	29/728293	2020-03-17			O2COOL, LLC
FRAGRANCE FAN	US	16/839545	2020-04-03			O2COOL, LLC
PORTABLE MISTING FAN	US	16/839595	2020-04-03			O2COOL, LLC
CLIP	US	29/728303	2020-03-17			O2COOL, LLC
FAN	US	29/730409	2020-04-03			O2COOL, LLC
HAND WARMER	US	29/728298	2020-03-17			O2COOL, LLC
FAN	US	29/728288	2020-03-17			O2COOL, LLC
MISTING FAN	US	29/730416	2020-04-03			O2COOL, LLC
LOW PROFILE FAN AND METHOD OF USING SAME	US	16/993534	2020-08-14			O2COOL, LLC
BOTTLE CAP WITH FAN	US	29/754154	2020-10-07			O2COOL, LLC
FAN	US	29/755506	2020-10-21			O2COOL, LLC
CLIP	US	29/755507	2020-10-21			O2COOL, LLC
CLIP	US	29/755509	2020-10-21			O2COOL, LLC
FAN WITH LIGHT	US	29/758897	2020-11-19			O2COOL, LLC
BOTTLE ASSEMBLY HAVING REMOVABLY ATTACHABLE FAN	US	63/088662	2020-10-07			O2COOL, LLC

TRADEMARK

RECORDED: 04/15/2021

REEL: 007257 FRAME: 0015