

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITACUP, INC.		06/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRINITY CAPITAL INC.		
Street Address:	1 N 1ST STREET, FLOOR 3		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6350458	IMMUNITY COFFEE	
Registration Number:	6170632	GENIUS COFFEE	
Registration Number:	6111139	GENIUS BLEND	
Registration Number:	6074382	SLIM BLEND	
Registration Number:	5693758	VITAMIN INFUSED COFFEE	
Registration Number:	5278159	VITACUP	
Serial Number:	90677762	KETO MAX COFFEE	
Serial Number:	90275272	IMMUNITY COFFEE	
Serial Number:	88522626	LIGHTNING BLEND	
Serial Number:	88522618	LIGHTNING COFFEE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jgu@cooley.com		
Correspondent Name:	Jennifer Gu		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	330658-124		

CH \$265.00 6350458

NAME OF SUBMITTER:	Jennifer Gu
SIGNATURE:	/Jennifer Gu/
DATE SIGNED:	06/23/2021
Total Attachments: 7 source=06. Trinity_VitaCup - IP Security Agreement [EXECUTED]#page1.tif source=06. Trinity_VitaCup - IP Security Agreement [EXECUTED]#page2.tif source=06. Trinity_VitaCup - IP Security Agreement [EXECUTED]#page3.tif source=06. Trinity_VitaCup - IP Security Agreement [EXECUTED]#page4.tif source=06. Trinity_VitaCup - IP Security Agreement [EXECUTED]#page5.tif source=06. Trinity_VitaCup - IP Security Agreement [EXECUTED]#page6.tif source=06. Trinity_VitaCup - IP Security Agreement [EXECUTED]#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of June 23, 2021, is made by VITACUP, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of Arizona, and shall have been accepted by Lender in the State of Arizona. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VITACUP, INC.,
a Delaware corporation

By: Brandon Fishman
Name: Brandon Fishman
Title Chief Executive Officer

LENDER:

TRINITY CAPITAL INC.,
a Maryland corporation

By: _____
Name: Sarah Stanton
Title: General Counsel and Secretary

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VITACUP, INC.,
a Delaware corporation

By: _____
Name: Brandon Fishman
Title Chief Executive Officer

LENDER:

TRINITY CAPITAL INC.,
a Maryland corporation

By: Sarah Stanton
Name: Sarah Stanton
Title: General Counsel and Secretary

EXHIBIT A

COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

Type	Location	Name	File Date	Registration Date	Registration	Class / Goods/Services	Reg/Ser No.
Trademark	USA	VitaCup	11/24/2016	8/29/2017	Registered	CI 030 - Vitamin-infused coffee, vitamin-infused tea	5278159
Trademark	USA	Vitamin Infused Coffee	10/24/2017	3/5/2019	Registered	CI 030 – Coffee, Pods, tea and hot choc blends ...	5693758
Trademark	USA	Genius Blend	7/18/2019	7/28/2020	Registered	CI 030 - Coffee, tea	6111139
Trademark	USA	Genius Coffee	7/18/2019	10/6/2020	Registered	CI 030 - Coffee	6170632
Trademark	USA	Slim Blend	11/6/2019	6/9/2020	Registered	CI 030 - Coffee, coffee pods in single serve units ...	6074382
Trademark	China	VitaCup		9/7/2019	Registered	CI 030 - Coffee flavorings coffee ; cube sugar confectionery pastries biscuits	33987767
Trademark	Mexico	VitaCup	8/16/2018	5/21/2019	Registered		1427742
Trademark	EU	VitaCup	8/16/2018	3/19/2020	Registered	CI 030 - Vitamin-infused coffee, vitamin-infused tea	1427742
Trademark	UK	VitaCup	8/16/2018	1/3/2019	Registered	CI 030 - Vitamin-infused coffee, vitamin-infused tea	WO0000001427742
Trademark	USA	Lightning Coffee	7/18/2019		Pending	CL 030 - Coffee	88522618
Trademark	USA	Lightning Blend	7/18/2019		Pending	CI 030 - Coffee	88522626
Trademark	USA	Immunity Coffee	10/23/2020	5/11/2021	Registered	CI 030 - Coffee pods	6350458
Trademark	USA	Keto Max Coffee	4/28/2021		Pending	CI 030 - Coffee pods	90677762
Trademark	USA	Immunity Coffee	10/23/2020		Pending	CI 030 - Coffee beans, ground coffee	90275272
Trademark	Canada	Vitacup	9/26/2018		Pending	CI 030 - Vitamin-infused coffee, vitamin-infused tea	1922025