

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658261

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coastal Cocktails, Inc.		07/06/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank Leumi USA		
<b>Street Address:</b>	579 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90447477	MAKE HOT CHOCOLATE BOMB	
<b>Serial Number:</b>	90279475	BOMBOMBS	
<b>Serial Number:</b>	90279467	BOMBOMBS HOT CHOCOLATE BOMBS	
<b>Serial Number:</b>	90279461	BOMBOMS	
<b>Serial Number:</b>	90279453	BOMBOMS HOT CHOCOLATE BOMBS	
<b>Serial Number:</b>	90275321	COCOA BOM BOMS	
<b>Serial Number:</b>	90275312	BOM BOMS	
<b>Serial Number:</b>	88206966	THE MODERN GOURMET	
<b>Registration Number:</b>	6166707	MODERN GOURMET FOODS	
<b>Registration Number:</b>	6119119	THE MODERN GOURMET	
<b>Registration Number:</b>	5767392		
<b>Registration Number:</b>	5767391		
<b>Registration Number:</b>	5766966		
<b>Registration Number:</b>	5251901	THOUGHTFULLY	
<b>Registration Number:</b>	4775319	M MARTINI MASTERS	
<b>Serial Number:</b>	86281420	THE MODERN COCKTAIL	
<b>Serial Number:</b>	86281424	HOLLY JOLLY COCKTAILS	
<b>Serial Number:</b>	86341312	CAKE POP	
<b>Registration Number:</b>	4243759	THE MODERN COCKTAIL	

OP \$515.00 90447477

Property Type	Number	Word Mark
Registration Number:	4131648	THE MODERN GOURMET

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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:** 215-569-5619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye (016263-01006)

**Address Line 1:** Blank Rome LLP

**Address Line 2:** One Logan Square, 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	016263-01006
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	07/06/2021

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6<sup>th</sup> day of July, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK LEUMI USA ("Lender").

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of July 6, 2021 by and among COASTAL COCKTAILS, INC., an California corporation, as a borrower (together with any entity that may thereafter become party thereto as a borrower, individually, a "Borrower" and collectively, "Borrowers"), US MANAGEMENT IQ, INC., a California corporation (together with any entity that may thereafter become party thereto as a guarantor, individually, a "Guarantor" and collectively, "Guarantors"), and Lender (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender the Security Agreement, dated as of July 6, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of such Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and

other compensation under any Trademark Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. Grantors shall notify Lender in the next applicable Compliance Certificate after filing any additional application for registration of any Trademark and notice in the next applicable Compliance Certificate of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COASTAL COCKTAILS, INC.

By:  \_\_\_\_\_  
Name: Boaz Shonfeld  
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

BANK LEUMI USA

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COASTAL COCKTAILS, INC.

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:


BANK LEUMI USA



By: *John DePledge*  
Name: John DePledge  
Title: First Senior Vice President -- Head of ABL

By: *Barry S. Fein*  
Name: Barry S. Fein  
Title: First Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>(Application No)/ Registration No</u>	<u>(Application Date)/ Registration Date</u>
Coastal Cocktails, Inc.	United States	MAKE HOT CHOCOLATE BOMB	(90447477)	(1/4/2021)
Coastal Cocktails, Inc.	United States	BOMBOMBS	(90279475)	(10/26/2020)
Coastal Cocktails, Inc.	United States	BOMBOMBS HOT CHOCOLATE BOMBS	(90279467)	(10/26/2020)
Coastal Cocktails, Inc.	United States	BOMBOMBS	(90279461)	(10/26/2020)
Coastal Cocktails, Inc.	United States	BOMBOMS HOT CHOCOLATE BOMBS	(90279453)	(10/26/2020)
Coastal Cocktails, Inc.	United States	COCOA BOM BOMS	(90275321)	(10/23/2020)
Coastal Cocktails, Inc.	United States	BOM BOMS	(90275312)	(10/23/2020)
Coastal Cocktails, Inc.	United States	THE MODERN GOURMET	(88206966)	(11/27/2018)
Coastal Cocktails, Inc.	United States	MODERN GOURMET FOODS	6166707	10/6/2020
Coastal Cocktails, Inc.	United States	THE MODERN GOURMET	6119119	8/4/2020
Coastal Cocktails, Inc.	United States		5767392	6/4/2019

Coastal Cocktails, Inc.	United States		5767391	6/4/2019
Coastal Cocktails, Inc.	United States		5766966	6/4/2019
Coastal Cocktails, Inc.	United States	THOUGHTFULLY	5251901	7/25/2017
Coastal Cocktails, Inc.	United States		4775319	7/21/2015
Coastal Cocktails, Inc.	United States		(86281420)	(5/14/2014)
Coastal Cocktails, Inc.	United States	HOLLY JOLLY COCKTAILS	(86281424)	(5/14/2014)
Coastal Cocktails, Inc.	United States	CAKE POP	(86341312)	(7/18/2014)
Coastal Cocktails, Inc.	United States	THE MODERN COCKTAIL	4243759	11/13/2012
Coastal Cocktails, Inc.	United States	THE MODERN GOURMET	4131648	4/24/2012

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses