

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corkcicle, LLC		08/06/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	3333 Peachtree Road, N.E., 4th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90106933	CORKCICLE	
Serial Number:	88828271		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
	<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:	617-523-2700		
Email:	susan.dinicola@hkclaw.com,michelle.diaz@hkclaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	08/15/2021		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “Agreement”), dated as of August 6, 2021, is made by and among CORKCICLE, LLC, a Delaware limited liability company (“Borrower), and TRUIST BANK (together with its successors and assigns, “Lender”).

Recitals

Borrower and Lender are parties to that certain Revolving Credit Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented or restated from time to time, the “Credit Agreement”), pursuant to which Borrower granted Lender a security interest in all or substantially all of its assets.

Borrower has agreed to execute this Agreement to further evidence the grant to Lender of a security interest in the Patents and Trademarks.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of Borrower’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Borrower’s right, title and interest in and to: (a) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (b) licenses, fees or royalties with respect to each, (c) the right to sue for past, present and future infringement, dilution and damages therefor, (d) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Borrower hereby irrevocably pledges and collaterally assigns to, and grants Lender a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender; provided, however, the Security Interest shall be released upon the payment in full of the Obligations and the termination of the Credit Agreement in accordance with its terms. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be governed in all respect by, and construed in accordance with, the laws of the State of Georgia, including the UCC (except, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the laws of such other state shall govern as to such matters). Borrower hereby consents to the non-exclusive jurisdiction of any United States federal court sitting in or with direct or indirect jurisdiction over the Northern District of Georgia or any state or superior court sitting in Fulton County, Georgia, in any action, suit or other proceeding arising out of or relating to this Agreement or any of the other Loan Documents; and Borrower irrevocably agrees that all claims and demands in respect of any such action, suit or proceeding may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such action, suit or proceeding brought in any such court or that such court is an inconvenient forum. Lender reserves the right to bring proceedings against any Obligor in the courts of any other jurisdiction. Nothing in this Agreement shall be deemed or operate to affect the right of Lender to serve legal process in any other manner permitted by law or to preclude the enforcement by Lender of any judgment or order obtained in such forum or the taking of any action under this Agreement to enforce same in any other appropriate forum or jurisdiction.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above,

CORKCICLE, LLC

By: Carrie Mishka
Name: Carrie Mishka
Title: CEO

Address:

TRUIST BANK

By: _____
Name: _____
Title: _____

Address:
3333 Peachtree Road, N.E., 4th Floor
Atlanta, GA 30326

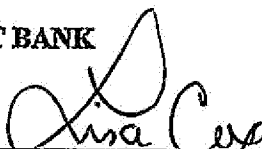
IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above,

CORKCICLE, LLC

By: _____
Name: _____
Title: _____

Address:

TRUIST BANK

By:  _____
Name: LISA COX
Title: SVP

Address:
3333 Peachtree Road, N.E., 4th Floor
Atlanta, GA 30326

EXHIBIT A

UNITED STATES PATENTS

APPLICATIONS

Citation	Application No.	Title	Granted Date	Owner
US PAT D873618	US 29/693602	Beverage Container	01/28/2020	Corkcicle, LLC
US PAT D904888	US 29/693608	Beverage Container	12/15/2020	Corkcicle, LLC
US PAT D858202	US 29/629840	Beverage Container	09/03/2019	Corkcicle, LLC
US PAT D900611	US 29/681106	Beverage Container	11/03/2020	Corkcicle, LLC
US PAT D858212	US 29/641689	Beverage Container	09/03/2019	CORKCICLE, LLC
US PAT D872539	US 29/641673	Beverage Container	01/14/2020	Corkcicle, LLC

REGISTRATIONS

Citation	Application No.	Title	Granted Date	Owner
US PAT 10919661	US 16/221064	System and Apparatus for a Beverage Container	02/16/2021	Corkcicle, LLC

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

NONE.

APPLICATIONS

Citation	Mark	Filing Date	Application No.	Owner
FEDTM 90106933	CORKCICLE	August 11, 2020	90106933	Corkcicle, LLC
FEDTM 88828271	[Design Only]	March 10, 2020	88828271	Corkcicle, LLC

COLLECTIVE MEMBERSHIP MARKS

None