

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYDRATION LABS, INC.		11/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90092589	BEVI	
Serial Number:	88869776		
Serial Number:	90092674		
Serial Number:	88830842	HYDRATE HAPPY	
Serial Number:	88842578	HYDRATE HAPPY	
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1524345 TM		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	11/17/2021		

OP \$140.00 90092589

Total Attachments: 5

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “Amendment”) is made as of November 16, 2021, by and between **SILICON VALLEY BANK**, a California corporation (“Bank”) and **HYDRATION LABS, INC.**, a Delaware corporation whose address is 529 Main Street, Suite 3304, Charlestown, Massachusetts 02129 (“Grantor”).

Recitals

A. Grantor has entered into that certain Loan and Security Agreement dated as of May 26, 2016, as amended by that certain First Amendment to Loan and Security Agreement dated as of November 30, 2017, by and between Grantor and Bank, as further amended by that certain Second Amendment to Loan and Security Agreement dated as of November 28, 2018, by and between Grantor and Bank, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of May 20, 2019, by and between Grantor and Bank, as further amended by that certain Deferral Agreement dated as of April 3, 2020 by and between Grantor and Bank, as further amended by that certain Fourth Amendment to Loan and Security Agreement dated as of July 13, 2020, by and between Grantor and Bank, and as further amended by that certain Fifth Amendment to Loan and Security Agreement dated as of even date herewith, by and between Grantor and Bank (as the same may be further amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of July 13, 2020 (as may be amended, affected, modified, restated, replaced, or supplemented from time to time, the “IP Security Agreement”). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. Exhibit B to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule B-1 attached hereto
2. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank. Each party hereto may execute this Agreement by

electronic means and recognizes and accepts the use of electronic signatures and records by any other party in connection with the execution and storage hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above.

GRANTOR:

HYDRATION LABS, INC.

By:  _____
A98480F01CB94F3...

Name: Sean Grundy

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By:  _____
C3323CB8A3B8E4B5...

Name: Tom Graziani

Title: Vice President

SCHEDULE B-1

Patents

<u>Description</u>	<u>Application / Registration Number</u>	<u>Application / Registration Date</u>	<u>Status</u>
Beverage Dispensing	15/971,780 N/A	05/04/2018 N/A	Pending
Dispensing Device	29/748,625 N/A	08/21/2020 N/A	Pending
Touchless Beverage Dispensing	PCT/US21/44290 N/A	08/03/2021 N/A	Pending
Single Nozzle Beverage Dispensing	PCT/US21/48700 N/A	09/01/2021 N/A	Pending
Beverage Dispensing	16/047,254 11,148,927	07/27/2017 10/19/2021	Issued
Beverage Dispensing	1804610.2 2562368	09/29/2016 08/11/2021	Issued

SCHEDULE C-1

Trademarks

<u>Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>	<u>Status</u>
POUR SOMETHING GOOD (Canada)	A0091187 1502778	10/31/2019 10/31/2019	Registered
SMART WATER COOLER (Canada)	A0091188 N/A	10/31/2019 N/A	Pending
SMART WATER COOLER (WIPO)	A0091188 1502234	10/31/2019 10/31/2019	Registered
BEVI (Canada)	A0103940 N/A	01/06/2021 N/A	Pending
BEVI (United States)	90092589 N/A	08/04/2020 N/A	Pending
BEVI (WIPO)	A0103940 N/A	01/06/2021 N/A	Pending
BEVI Water Drop Logo (Canada)	A0103941 N/A	01/06/2021 N/A	Pending
BEVI Water Drop Logo (United States)	88869776 N/A	04/13/2020 N/A	Pending
BEVI Water Drop Logo (United States)	90092674 N/A	08/04/2020 N/A	Pending
BEVI Water Drop Logo (WIPO)	A0103941 1576552	01/06/2021 01/06/2021	Registered
HYDRATE HAPPY (United States)	88830842 N/A	03/11/2020 N/A	Pending
HYDRATE HAPPY (United States)	88842578 N/A	03/20/2020 N/A	Pending