

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STRONG Coffee Company, Inc.		11/17/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Christopher N. Harding		
Street Address:	2509 Plantside Drive		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40299		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5704822	STRONG COFFEE COMPANY	
Registration Number:	6222252	STRONG COFFEE COMPANY	
Registration Number:	5704823	STRONG COFFEE COMPANY	
Serial Number:	90079047	WAKE THE F CK UP	
Serial Number:	90779735	STRONG SLEEP	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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:	502-625-2887		
Email:	aberge@middletonlaw.com		
Correspondent Name:	Amy B. Berge		
Address Line 1:	401 S. Fourth Street		
Address Line 2:	Suite 2600		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Amy B. Berge		
SIGNATURE:	/Amy B. Berge/		
DATE SIGNED:	12/01/2021		
Total Attachments: 4			

OP \$140.00 5704822

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

For Recordation

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of November 17, 2021, is made by and between S.T.R.O.N.G. Coffee Company, LLC, a Delaware limited liability company (the "**Grantor**") in favor of Christopher N. Harding (the "**Lender**"), an individual resident of Puerto Rico, who maintains a business address in the Commonwealth of Kentucky of c/o Mike Baughman, 2509 Plantside Drive, Louisville, Kentucky 40299.

WHEREAS, the Grantor has entered into the Line of Credit Financing Agreement dated as of November 17, 2021 (the "**Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement dated as of November 17, 2021, made by and between the Grantor and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the trademark registration set forth on 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, as applicable, to record and register this IP Security Agreement upon request by the Lender.

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

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

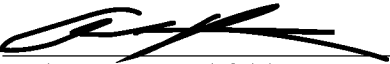
LENDER:

Christopher N. Harding

GRANTOR:

S.T.R.O.N.G. Coffee Company, LLC

By: _____


Adam Von Rothfelder, Manager

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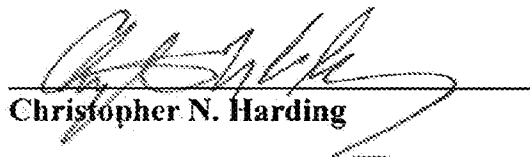
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LENDER:


Christopher N. Harding

GRANTOR:

S.T.R.O.N.G. Coffee Company, LLC

By: _____
Adam Von Rothfelder, Manager