

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kitu Life, Inc.		12/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.. as administrative agent		
Street Address:	2200 Ross Avenue, 9th Floor		
Internal Address:	Attention: Portfolio Manager		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6050905	KITU SUPER COFFEE	
Registration Number:	6045368	KITU SUPER CREAMER	
Registration Number:	6228819	KITU SUPER ESPRESSO	
Registration Number:	5562120	SUNNIVA	
Registration Number:	5504600	SUNNIVA SUPER COFFEE	
Registration Number:	5980735	SUPER COFFEE	
Registration Number:	5783843	SUPER CREAMER	
Registration Number:	6149741	SUPER ESPRESSO	
Serial Number:	90692589	ADD SOMETHING POSITIVE	
Serial Number:	87908804	KITU	
Serial Number:	88384132	POSITIVE ENERGY	
Serial Number:	88384145	POSITIVE ENERGY PROJECT	
Serial Number:	90471278		
Registration Number:	5241368	FOCUS FOR YOUR MIND. ENERGY FOR YOUR BOD	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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>			

OP \$365.00 6050905

Phone: 2148558000
Email: chris.andersen@nortonrosefulbright.com
Correspondent Name: Chris R. Andersen
Address Line 1: 2200 Ross Avenue, Suite 3600
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER: 1001186921

NAME OF SUBMITTER: Chris Andersen

SIGNATURE: /chris andersen/

DATE SIGNED: 12/22/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is made as of December 22, 2021, by KITU LIFE, INC., a Delaware corporation (the “Borrower”), KITU SUPER BRANDS, INC., a Delaware corporation (“Holdings”), and any additional persons or entities from time to time party hereto (such additional persons or entities, together with the Borrower and Holdings, each a “Grantor”, and collectively, the “Grantors”), for the benefit of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, “Agent”) for itself and for the benefit of the other Lenders (defined below).

WITNESSETH:

WHEREAS, the Borrower, as Borrower, each other Grantor, as Loan Parties, from time to time party thereto, each lender from time to time party thereto (collectively the “Lenders”), and Agent have entered into that certain Credit Agreement of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”, all capitalized terms used herein but not otherwise defined herein shall be used as defined in the Credit Agreement); and

WHEREAS, it is a condition precedent to the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement dated of even date herewith, made by the Grantors to the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- a) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

- c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Lender under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. This Agreement is subject in all respects to the terms and provisions of the Security Agreement, including, but not limited to, each Grantor’s obligations, representations, warranties and covenants relating to the Collateral. Each Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Security Agreement shall not be superseded hereby but shall remain

in effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Security Agreement and the terms hereof, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 7. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Collateral will revert to the applicable Grantor) in accordance with the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

KITU LIFE, INC.,
a Delaware corporation

By: 

Name: Rosanna Godden
Title: Chief Financial Officer

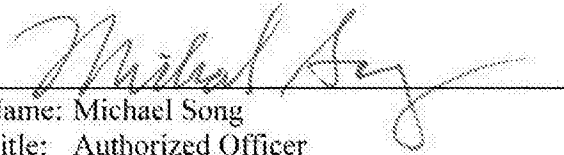
KITU SUPER BRANDS, INC.,
a Delaware corporation

By: 

Name: Rosanna Godden
Title: Chief Financial Officer

AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Michael Song
Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007539 FRAME: 0278

Schedule A

Patents

None.

Patent Applications

None.

Schedule B

Trademarks

Trademark	Owner	Country	Application Number	Application Date	Registration Number	Registration Date
FOCUS FOR YOUR MIND. ENERGY FOR YOUR BODY.	Kitu Life, Inc.	US	87266654	12-13-2016	5241368	7-11-2017
KITU SUPER COFFEE	Kitu Life, Inc.	US	88384183	4-12-2019	6050905	5-12-2020
KITU SUPER CREAMER	Kitu Life, Inc.	US	88384191	4-12-2019	6045368	5-5-2020
KITU SUPER ESPRESSO	Kitu Life, Inc.	US	88384171	4-12-2019	6228819	12-22-2020
SUNNIVA	Kitu Life, Inc.	US	87489481	6-14-2017	5562120	9-11-2018
SUNNIVA SUPER COFFEE & Design	Kitu Life, Inc.	US	87489493	6-14-2017	5504600	6-26-2018
SUPER COFFEE	Kitu Life, Inc.	US	88173610	10-29-2018	5980735	2-11-2020
SUPER CREAMER	Kitu Life, Inc.	US	87899519	4-30-2018	5783843	6-18-2019
SUPER ESPRESSO	Kitu Life, Inc.	US	88384169	4-12-2019	6149741	9-8-2020

Trademark Applications

Trademark	Status	Country	Applicant	Application Number	Application Date
ADD SOMETHING POSITIVE	Active	US	Kitu Life, Inc.	90692589	5-5-2021
KITU	Inactive	US	Kitu Life, Inc.	87908804	5-4-2018
POSITIVE ENERGY (SUSPENDED)	Inactive	US	Kitu Life, Inc.	88384132	4-12-2019
POSITIVE ENERGY PROJECT (SUSPENDED)	Inactive	US	Kitu Life, Inc.	88384145	4-12-2019
Super Coffee Diagonal Line Trade Dress (Device Only)	Active	US	Kitu Life, Inc.	90471278	1-18-2021

Schedule C

Copyrights

None.