

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711329

<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>
Spindrift Beverage Co., Inc.		03/01/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Balance Point Capital Partners III, L.P., as Administrative Agent		
<b>Street Address:</b>	285 Riverside Avenue, Suite 200		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90115678	SPINDRIFT	
<b>Serial Number:</b>	88871852	UNSWEETENED * PINEAPPLE * UNSWEETENED SP	
<b>Serial Number:</b>	88481555	SPINDRIFT * LIME * UNSWEETENED SPARKLING	
<b>Serial Number:</b>	88980569	SPINDRIFT	
<b>Serial Number:</b>	88324987	SPINDRIFT	
<b>Serial Number:</b>	88976791	SPINDRIFT	
<b>Serial Number:</b>	88260186	SPINDRIFT	
<b>Serial Number:</b>	87832716	SPINDRIFT HALF TEA & HALF LEMON UNSWEETE	
<b>Serial Number:</b>	87832710	SPINDRIFT CRANBERRY RASPBERRY UNSWEETENE	
<b>Serial Number:</b>	87436266	SPINDRIFT, STRAWBERRY, * UNSWEETENED *,	
<b>Serial Number:</b>	87436273	SPINDRIFT, * ORANGE MANGO *, UNSWEETENED	
<b>Serial Number:</b>	87433073	SPINDRIFT	
<b>Serial Number:</b>	87433085	SPINDRIFT SPARKLING WATER & REAL SQUEEZE	
<b>Serial Number:</b>	87433088	SPINDRIFT, * BLACKBERRY *, UNSWEETENED,	
<b>Serial Number:</b>	87433089	SPINDRIFT * CUCUMBER * UNSWEETENED SPARK	
<b>Serial Number:</b>	87433091	SPINDRIFT * GRAPEFRUIT * UNSWEETENED SPA	
<b>Serial Number:</b>	87433099	SPINDRIFT * WATERMELON * UNSWEETENED SPA	
<b>Serial Number:</b>	87433093	SPINDRIFT * LEMON * UNSWEETENED SPARKLIN	
<b>Serial Number:</b>	87979267	SPINDRIFT	

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Property Type	Number	Word Mark
Serial Number:	87249758	REAL FRUIT TASTES BETTER
Serial Number:	86974784	SPINDRIFT
Serial Number:	86984285	SPINDRIFT
Serial Number:	86842522	FARM TO BUBBLE
Serial Number:	77942229	SPINDRIFT SODA
Serial Number:	78779006	SPINDRIFT CELLARS

**CORRESPONDENCE DATA**

Fax Number: 3129021061

*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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	03/01/2022

**Total Attachments: 5**

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THIS GUARANTEE AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "CLOSING DATE SUBORDINATION AGREEMENT") DATED AS OF MARCH 1, 2022, AMONG BALANCE POINT CAPITAL PARTNERS III, L.P., AS SUBORDINATED LENDER, AND WEBSTER BANK, NATIONAL ASSOCIATION, AS SENIOR LENDER, AND ACKNOWLEDGED AND AGREED TO BY THE CREDIT PARTIES, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY BORROWERS AND THE OTHER OBLIGORS PARTY TO THE CLOSING DATE SUBORDINATION AGREEMENT PURSUANT TO THAT CERTAIN AMENDED AND RESTATED LOAN AGREEMENT DATED AS OF OCTOBER 27, 2017 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "LOAN AGREEMENT"), BETWEEN SPINDRFT AND THE SENIOR LENDER, AND THE OTHER TRANSACTION DOCUMENTS REFERRED TO IN SUCH LOAN AGREEMENT, AS SUCH LOAN AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE CLOSING DATE SUBORDINATION AGREEMENT AND TO THE LIENS SECURING THE FOREGOING INDEBTEDNESS; AND EACH HOLDER PARTY TO THIS GUARANTEE AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE CLOSING DATE SUBORDINATION AGREEMENT.

**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, **SPINDRIFT BEVERAGE CO., INC.**, a Delaware corporation (the "*Grantor*"), and **BALANCE POINT CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership (the "*Administrative Agent*") are parties to a Security Agreement, dated as of March 1, 2022 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor has granted to the Lender a security interest in and to the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Lender a security interest in and to the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "*Trademark Collateral*"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "*Trademarks*");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO

THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer the date first written above.

**SPINDRIFT BEVERAGE CO., INC.**

By:   
Name: William Creelman  
Title: Chief Executive Officer

Grant of Security Interest (Trademarks)

**TRADEMARK**  
**REEL: 007646 FRAME: 0471**

**Schedule 1**  
to  
**Grant of Security Interest (Trademarks)**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SPINDRIFT	90115678	14-AUG-2020	6325869	20-APR-2021
UNSWEETENED * PINEAPPLE * UNSWEETENED SPINDRIFT SPARKLING WATER & REAL SQUEEZED FRUIT YUP, THAT'S IT.	88871852	14-APR-2020	6344812	11-MAY-2021
SPINDRIFT * LIME * UNSWEETENED SPARKLING WATER & REAL SQUEEZED FRUIT YUP, THAT'S IT.	88481555	20-JUN-2019	6083395	23-JUN-2020
SPINDRIFT	88980569	04-MAR-2019	6317342	06-APR-2021
SPINDRIFT	88324987	04-MAR-2019	6066755	02-JUN-2020
SPINDRIFT	88976791	04-MAR-2019	6031068	07-APR-2020
SPINDRIFT	88260186	14-JAN-2019	5970640	28-JAN-2020
SPINDRIFT HALF TEA & HALF LEMON UNSWEETENED SPARKLING WATER & REAL SQUEEZED FRUIT MADE WITH BREWED TEA & REAL LEMON	87832716	13-MAR-2018	6153709	15-SEP-2020
SPINDRIFT CRANBERRY RASPBERRY UNSWEETENED SPARKLING WATER,& REAL SQUEEZED FRUIT YUP THAT'S IT	87832710	13-MAR-2018	6153708	15-SEP-2020
SPINDRIFT SPARKLING WATER & REAL SQUEEZED FRUIT YUP, THAT'S IT. STRAWBERRY UNSWEETENED	87436266	04-MAY-2017	5837152	20-AUG-2019

Trademark	Application No.	Application Date	Registration No.	Registration Date
SPINDRIFT UNSWEETENED SPARKLING WATER & REAL SQUEEZED FRUIT YUP, THAT'S IT. ORANGE MANGO UNSWEETENED	87436273	04-MAY-2017	5837153	20-AUG-2019
SPINDRIFT	87433073	02-MAY-2017	5345815	28-NOV-2017
SPINDRIFT SPARKLING WATER & REAL SQUEEZED FRUIT YUP, THAT'S IT.	87433085	02-MAY-2017	5837145	20-AUG-2019
SPINDRIFT SPARKLING WATER & REAL SQUEEZED FRUIT YUP, THAT'S IT. BLACKBERRY UNSWEETENED	87433088	02-MAY-2017	5837146	20-AUG-2019
SPINDRIFT SPARKLING WATER & REAL SQUEEZED FRUIT YUP THAT'S IT. CUCUMBER UNSWEETENED	87433089	02-MAY-2017	5837147	20-AUG-2019
SPINDRIFT SPARKLING WATER & REAL SQUEEZED FRUIT YUP THAT'S IT. GRAPEFRUIT UNSWEETENED	87433091	02-MAY-2017	5837148	20-AUG-2019
SPINDRIFT SPARKLING WATER, & REAL SQUEEZED FRUIT, YUP, THAT'S IT. WATERMELON UNSWEETENED	87433099	02-MAY-2017	5837151	20-AUG-2019
SPINDRIFT SPARKLING WATER & REAL SQUEEZED FRUIT YUP THAT'S IT. LEMON UNSWEETENED	87433093	02-MAY-2017	5837149	20-AUG-2019
SPINDRIFT	87979267	02-MAY-2017	5651707	08-JAN-2019
REAL FRUIT TASTES BETTER	87249758	28-NOV-2016	5541744	14-AUG-2018
SPINDRIFT	86974784	13-APR-2016	5086296	22-NOV-2016
SPINDRIFT	86984285	13-APR-2016	5649643	08-JAN-2019
FARM TO BUBBLE	86842522	08-DEC-2015	5277157	29-AUG-2017
SPINDRIFT SODA	77942229	23-FEB-2010	4132344	24-APR-2012
SPINDRIFT CELLARS	78779006	22-DEC-2005	3437959	27-MAY-2008