

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flos Lunae, LLC		01/31/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Live Oak Banking Company		
Street Address:	1741 Tiburon Drive		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28403		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3953836	INCHBUG	
Registration Number:	4425007	ORBIT LABELS	
Registration Number:	4931962	MYDRINKY	
CORRESPONDENCE DATA			
Fax Number:	2142388401		
<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:	214-238-8400		
Email:	docketing@harperbates.com		
Correspondent Name:	Scott L. Harper		
Address Line 1:	1717 Main St., #3550		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Scott L. Harper		
SIGNATURE:	/Scott L. Harper/		
DATE SIGNED:	03/11/2022		
Total Attachments: 4			
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OP \$90.00 3953836

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of JAN. 31, 2022, is made by FLOS LUNAE, LLC, a Texas limited liability company (the "Grantor"), in favor of LIVE OAK BANKING COMPANY (the "Lender").

WITNESSETH:

WHEREAS, the parties have entered into that certain Loan Agreement dated as of the date hereof (the "Loan Agreement") wherein Lender has agreed to provide a loan (the "Loan") to Borrower for up to THREE MILLION SIXTY AND NO/100 DOLLARS (\$3,060,000.00); and

WHEREAS, the parties have evidenced the Loan by a SBA Note dated as of the date hereof (the "Note") in the original principal amount of THREE MILLION SIXTY AND NO/100 DOLLARS (\$3,060,000.00); and

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof in favor of the Lender (the "Security Agreement"), the Grantor has granted a lien on certain of its assets to the Lender to secure the Grantor's obligations under the Note; and

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Note, the Grantor hereby agrees with the Lender as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of the Grantor under the Note and Loan Agreement, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Intellectual Property Collateral"):

(a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule 1 attached hereto (collectively, the "Copyrights");

(b) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule 1 attached hereto (collectively, the "Patents");

(c) any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 1 attached hereto (collectively, the "Trademarks");

(d) all renewals and extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by such Copyrights, Patents or Trademarks;

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(g) all IP Ancillary Rights.

Section 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral subject to a security interest hereunder.

Section 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

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

FLOS LUNAE, LLC,
a Texas limited liability company

By:


Casey A. Slusher, Manager

ACCEPTED AND AGREED
as of the date first above written:

LIVE OAK BANKING COMPANY

By: L. Carlson
Name: Lindsey Carlson
Title: AVP - Closing

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Title	Patent No.	Serial No.	Filing Date	Issue Date
BEVERAGE CONTAINER HOLDER	US 9,016,514 B2	14/339,713	7/24/14	4/29/15
BEVERAGE HOLDER	D721,925	29/462,022	7/30/13	2/3/15
BEVERAGE CONTAINER LEVEL	N/A	29/788,137	3/25/21	N/A
DUAL-COLOR REUSABLE BOTTLE LABEL	N/A	17/301,119	3/25/21	N/A

TRADEMARKS

Mark	U.S. Registration No.	Serial No.	Filing Date	Issue Date
INCHBUG	3,953,836	85/048,808	5/26/2010	5/3/2011
ORBIT LABELS	4,425,007	85/868,398	3/6/2013	10/29/2013
MY DRINKY	4,931,962	86/734,009	8/23/2015	4/5/2016