

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shaka Beverages LLC		03/25/2022	Limited Liability Company: HAWAII
RECEIVING PARTY DATA			
Name:	City National Bank, as Administrative Agent		
Street Address:	P.O. Box 60938		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90060-0938		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4969821	SHAKA TEA	
Registration Number:	5249601	SHAKA TEA	
Registration Number:	5591810	BE THE ALOHA	
Registration Number:	5867526		
Serial Number:	97151167	SHAKA TEA HAWAII ISLAND VIBES	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061700-0083		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/25/2022		
Total Attachments: 7			

OP \$140.00 4969821

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of March 25, 2022, is made by SHAKA BEVERAGES LLC, a Hawaii limited liability company (“**Grantor**”), in favor of CITY NATIONAL BANK (together with its permitted successors and assigns, “**CNB**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 25, 2022 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, as borrower, and CNB, CNB is willing to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof.

WHEREAS, CNB is willing to make (or continue to make) the financial accommodations to Grantor as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to CNB, that certain Security Agreement, dated as of March 25, 2022 (including all schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to CNB, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants, collaterally assigns and pledges to CNB, a continuing security interest (hereinafter referred to as the “**Security Interest**”) in all of Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all of Grantor’s Trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any Security Interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to CNB, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Security Interests granted to CNB, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of CNB with respect to the Security Interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall promptly (but, in any event, within thirty (30) days) give notice in writing to CNB with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes CNB unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from CNB's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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**ACKNOWLEDGED AND
AGREED:**

CITY NATIONAL BANK,
as Administrative Agent

By: Todd Shrier
Name: Todd Shrier
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



TRADEMARK
REEL: 007671 FRAME: 0436

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
SHAKA BEVERAGES, LLC	United States of America	SHAKA TEA	4969821	May 31, 2016
SHAKA BEVERAGES, LLC	United States of America		5249601	July 25, 2017
SHAKA BEVERAGES, LLC	United States of America	BE THE ALOHA	5591810	October 23, 2018
SHAKA BEVERAGES, LLC	United States of America		5867526	September 24, 2019

Trademark Applications

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
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<p>SHAKA BEVERAGES, LLC</p>	<p>United States of America</p>		<p>97151167</p>	<p>December 1, 2021</p>
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