

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718402

<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>
BRUMATE, INC.		03/22/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 W. Monroe St., 20W		
<b>Internal Address:</b>	Attn: Grant Hubbell		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: ILLINOIS		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5308478	BRÜMATE	
<b>Registration Number:</b>	5337027	ARCTIC ADAPTER	
<b>Registration Number:</b>	5337015	HOPSULATOR	
<b>Registration Number:</b>	5275210	WINESULATOR	
<b>Registration Number:</b>	5374536	TRIO	
<b>Registration Number:</b>	5631622	THE DEHYDRATION COMPANY	
<b>Registration Number:</b>	5841285	BEVGUARD	
<b>Registration Number:</b>	5949032	NOS'R	
<b>Registration Number:</b>	6171131	DRINK BETTER	
<b>Registration Number:</b>	6155411	BACKTAP	
<b>Registration Number:</b>	6216395	UNCORK'D	
<b>Registration Number:</b>	6341625	BRÜMATE	
<b>Registration Number:</b>	6341595	ONYX LEOPARD	
<b>Registration Number:</b>	6445320	GLITTER MERMAID	
<b>Registration Number:</b>	6279399		
<b>Serial Number:</b>	90570870	BEVLOCK	
<b>Serial Number:</b>	90800775	BRÜTANK	
<b>Serial Number:</b>	90800780	TOGOSA	

OP \$490.00 5308478

Property Type	Number	Word Mark
Serial Number:	97202172	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	312-212-6562	
<b>Email:</b>	tom.ryan@faegredrinker.com	
<b>Correspondent Name:</b>	Faegre Drinker Biddle & Reath LLP	
<b>Address Line 1:</b>	320 South Canal Street	
<b>Address Line 2:</b>	Suite 3300	
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606	
<b>NAME OF SUBMITTER:</b>	Thomas Ryan	
<b>SIGNATURE:</b>	/Thomas Ryan/	
<b>DATE SIGNED:</b>	04/01/2022	
<b>Total Attachments: 4</b>		
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## GRANT OF A SECURITY INTEREST – TRADEMARKS AND PATENTS

This Trademark and Patent Security Agreement (this “**Trademark and Patent Security Agreement**”) is made as of March 22, 2022, by **BRUMATE, INC.**, a Delaware corporation (“**Grantor**”), in favor of BMO HARRIS BANK, N.A. (together with its successors and assigns in such capacity, “**Grantee**”).

**WHEREAS**, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”), and holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the “**Patents**”);

**WHEREAS**, the Grantor has entered into an Amended and Restated Credit and Security Agreement, dated March 22, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Credit Agreement**”), in favor of Grantee; and

**WHEREAS**, pursuant to the Credit Agreement, the Grantor has granted to the Grantee, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement).

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark and Patent Security 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

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

**BRUMATE, INC.**

By:   
Joseph Alkire, Chief Financial Officer


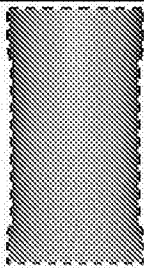

SCHEDULE A TO GRANT OF SECURITY INTEREST

**Patents  
U.S. Patents and Pending Patent Applications**

<b>Title</b>	<b>Ser. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BEVERAGE SYSTEM	29/594,946	2/23/2017	D799,901	10/17/2017
SYSTEMS AND KITS AND METHODS OF USING THE SAME	15/440,954	2/23/2017	10,005,608	6/26/2018
BEVERAGE SYSTEM	29/594,946	2/23/2017	D836,983	1/1/2019
BEVERAGE SYSTEMS AND KITS AND METHODS OF USING THE SAME	16/018,609	6/26/2018	10,457,471	10/29/2019
BEVERAGE SYSTEM	29/675,424	1/1/2019	D899,854	10/27/2020
BEVERAGE SYSTEM	29/688,942	4/25/2019	D904,118	12/8/2020
BEVERAGE SYSTEM	29/688,974	4/25/2019	D904,119	12/8/2020
GASKETS AND BEVERAGE CONTAINER SYSTES AND KITS COMPRISING GASKETS	16/664,776	10/25/2019	11,064,830	7/20/2021
GASKET	29/688,948	4/25/2019	D935,576	11/9/2021
BEVERAGE SYSTEMS AND KITS AND METHODS OF USING THE SAME	16/667,638	10/29/2019		
BEVERAGE CONTAINER	29/737,021	6/4/2020		
BEVERAGE SYSTEM	29/738,867	6/19/2020		
BEVERAGE SYSTEM	29/741,306	7/10/2020		
BEVERAGE SYSTEM	29/741,309	7/10/2020		
GASKETS AND BEVERAGE CONTAINER SYSTEMS AND KITS COMPRISING GASKETS	16/993,202	8/13/2020		
BEVERAGE CONTAINER	29/756,343	10/27/2020		
PORTABLE BEVERAGE COOLER	29/760,636	12/2/2020		
PORTABLE BEVERAGE COOLERS AND METHODS OF USING THE SAME	63/120,695	12/2/2020		
LID FOR BEVERAGE CONTAINER	29/766,598	1/15/2021		
BEVERAGE CONTAINER	29/766,600	1/15/2021		
BEVERAGE CONTAINER WITH LID	29/766,601	1/15/2021		
BEVERAGE CONTAINER	29/766,603	1/15/2021		
BEVERAGE CONTAINER WITH LID	29/766,604	1/15/2021		
BEVERAGE CONTAINER WITH LID	29/766,605	1/15/2021		
BEVERAGE CONTAINER WITH LID	29/766,606	1/15/2021		
BEVERAGE CONTAINER WITH LID	29/766,607	1/15/2021		
BEVERAGE CONTAINER	29/766,608	1/15/2021		
BEVERAGE CONTAINER WITH LID	29/766,609	1/15/2021		
BEVERAGE CONTAINER WITH LID	29/766,610	1/15/2021		
BEVERAGE CONTAINER	29/766,611	1/15/2021		
BEVERAGE CONTAINER WITH LID	29/766,612	1/15/2021		
BEVERAGE CONTAINER WITH LID	29/766,613	1/15/2021		
GASKET	29/814,865	11/9/2021		

Title	Ser. No.	Filing Date	Reg. No.	Reg. Date
PORTABLE BEVERAGE COOLERS AND METHODS OF USING THE SAME	17/541,224	12/2/2021		
LID FOR BEVERAGE CONTAINER	17/567,052	12/31/2021		

**Trademarks and Tradenames  
U.S. Trademark Registrations and Pending Applications**

Mark	Ser. No.	Filing Date	Reg. No.	Reg. Date
BRÜMATE	87357787	3/3/17	5308478	10/10/17
ARCTIC ADAPTER	87296931	1/11/17	5337027	11/14/17
HOPSULATOR	87291512	1/6/17	5337015	11/14/17
WINESULATOR	87291507	1/6/17	5275210	8/29/17
TRIO	87468030	5/30/17	5374536	1/9/18
THE DEHYDRATION COMPANY	87879866	4/17/18	5631622	12/18/18
BevGuard	88223094	12/10/18	5841285	8/20/19
NOS'R	88469828	6/12/19	5949032	12/31/19
DRINK BETTER	88675638	10/31/19	6171131	10/6/20
BackTap	88791117	2/1/20	6155411	9/15/20
UNCORK'D	88923351	5/19/20	6216395	12/8/20
	90250758	10/13/20	6341625	5/4/21
ONYX LEOPARD	90241891	10/8/20	6341595	5/4/21
GLITTER MERMAID	90241880	10/8/20	6445320	8/10/21
	90156441	9/3/20	6279399	2/23/21
BEVLOCK	90570870	3/10/21	n/a	n/a
BRÜTANK	90800775	6/29/21	n/a	n/a
TOGOSA	90800780	6/29/21	n/a	n/a
	97202172	1/4/22	n/a	n/a