

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reed's, Inc.		05/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, as collateral agent		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6569739	DRINK SMART. DRINK REAL.	
Registration Number:	5687507	BELIEVE THE UNBELIEVABLE!	
Registration Number:	5593932	REED'S	
Registration Number:	5856872	REED'S	
Registration Number:	6220585	FLYING CAULDRON	
Registration Number:	6137159	VIRGIL'S. SODA SMARTER	
Registration Number:	6160242	NATURALLY BOLD	
Registration Number:	3213043	VIRGIL'S	
Registration Number:	6284489	REALLY -> REAL GINGER ALE	
Registration Number:	6298192	REED'S	
Registration Number:	6329769	REED'S	
Registration Number:	4432318	DR. BETTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	RLAVALLE@KSLAW.COM		
Correspondent Name:	RYAN LA VALLE		
Address Line 1:	110 N. WACKER DRIVE		
Address Line 4:	CHICAGO, ILLINOIS 60606		

CH \$315.00 6569739

NAME OF SUBMITTER:	Ryan La Valle
SIGNATURE:	/Ryan La Valle/
DATE SIGNED:	05/10/2022
Total Attachments: 5 source=Reed's- Trademark Security Agreement (Executed)(40544025.1)#page1.tif source=Reed's- Trademark Security Agreement (Executed)(40544025.1)#page2.tif source=Reed's- Trademark Security Agreement (Executed)(40544025.1)#page3.tif source=Reed's- Trademark Security Agreement (Executed)(40544025.1)#page4.tif source=Reed's- Trademark Security Agreement (Executed)(40544025.1)#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 9, 2022, is made by REED’S, INC., a Delaware corporation (the “Grantor”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as collateral agent (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”) for its benefit and for the benefit of the Holder Representative and the holders of Notes.

W I T N E S S E T H:

WHEREAS, the Grantor has entered into that certain Note Purchase Agreement, dated as of May 9, 2022, with Wilmington Savings Fund Society, FSB, in its capacity as representative for the holders of Notes (the “Holder Representative”), and the purchasers from time to time party thereto (the “Purchasers”), pursuant to which the Company has agreed to issue and sell to the Purchasers certain secured convertible promissory notes (collectively, the “Notes”) upon the terms and subject to the conditions set forth in the Purchase Agreement and the Notes; and

WHEREAS, pursuant to each Note, the Grantor has granted or will grant to the Collateral Agent, for its benefit and the benefit of the Holder Representative and the holders of Notes, a continuing security interest in all of its right, title and interest in and to certain Intellectual Property, including the Trademarks, but excluding any Excluded Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Purchasers to purchase Notes from the Grantor pursuant to the Purchase Agreement, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Purchase Agreement or the Notes, as applicable.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of its right, title and interest in, to and under the Trademarks that are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for its benefit and for the benefit of the Holder Representative and the holders of Notes, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Note Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for its benefit and for the benefit of Holder Representative and the holders of Notes in connection with the Purchase Agreement and the Notes and is expressly subject to the terms and conditions thereof. The Purchase Agreement and the Notes (and all rights and remedies of the Collateral Agent, the Holder Representative and the holders of the Notes thereunder) shall remain in full force and effect in accordance with their respective terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights, protections, powers, immunities, indemnities and remedies, as applicable, of each of the Collateral Agent, the Holder Representative and the holders of Notes with respect to the security interest in the Collateral granted hereby shall be afforded to it as set forth in the Notes, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Notes, the terms of the Notes shall govern.

5. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same agreement.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAWS.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REED'S, INC.,
as the Grantor

DocuSigned by:
By: Norman E. Snyder, Jr.
01930386902143B
Name: Norman E. Snyder, Jr.,
Title: CEO

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007716 FRAME: 0849

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the Collateral Agent

By: 
Name: Raye Goldsborough
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007716 FRAME: 0850

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
Reed's, Inc.	6569739	11/23/2021	Drink Smart. Drink Real.
Reed's, Inc.	5687507	02/26/2019	BELIEVE THE UNBELIEVABLE!
Reed's, Inc.	5593932	10/30/2018	REED'S
Reed's, Inc.	5856872	9/10/2019	REED'S
Reed's, Inc.	6220585	12/15/2020	Flying Cauldron
Reed's, Inc.	6137159	8/25/2020	Virgil's. Soda Smarter
Reed's, Inc.	6160242	9/22/2020	Naturally Bold
Reed's, Inc.	3213043	2/27/2007	VIRGIL'S
Reed's, Inc.	6284489	3/2/2021	REALLY--> REAL GINGER ALE
Reed's, Inc.	6298192	3/23/2021	REED'S
Reed's, Inc.	6329769	4/20/2021	REED'S Banner LOGO
Reed's, Inc.	4432318	11/12/2013	Dr. BETTER