

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAVID RIO COFFEE & TEA, INC.		11/07/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6054770	RECALIBRATE YOUR METABOLISM	
Registration Number:	6054769	THE METABOLIC MECHANIC	
Registration Number:	6054771		
Serial Number:	97546532	PHANTOM SHROOMS	
Serial Number:	97108812	ELEPHANT VANILLA CHAI	
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>			
Phone:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	08/18/2022		
Total Attachments: 5			
source=David Rio - A&R IPSA (updated Aug 2022)#page1.tif			

OP \$140.00 6054770

source=David Rio - A&R IPSA (updated Aug 2022)#page2.tif

source=David Rio - A&R IPSA (updated Aug 2022)#page3.tif

source=David Rio - A&R IPSA (updated Aug 2022)#page4.tif

source=David Rio - A&R IPSA (updated Aug 2022)#page5.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 2, 2016 by and between DAVID RIO COFFEE & TEA, INC., a California corporation ("Grantor") and AVIDBANK, a California corporation ("Bank").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of December 2, 2011 and as amended and restated on even date herewith (the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. In connection therewith, Bank and Grantor entered into that certain Intellectual Property Security Agreement dated as of December 2, 2011 (the "Original IPSA"). Bank and Grantor desire to amend and restate the Original IPSA in accordance with the terms of this Agreement.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

This Agreement is intended to and does completely amend and restate, without novation, the Original IPSA. All security interests granted under the Original IPSA are hereby confirmed and ratified as set forth herein.

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

DAVID RIO COFFEE & TEA, INC.

P.O. Box 885462
San Francisco, CA 94188
Attn: David Scott Llewellyn - CEO

By: 
Print Name: SCOTT LOWE
Title: PRESIDENT

Address of Bank:

AVIDBANK

50 West San Fernando Street, Suite 850
San Jose, California 95113
FAX: 408-200-7399
Attn: Jon Krogstad

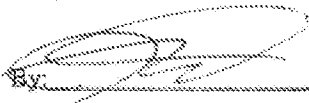
By: 
Print Name: JON KROGSTAD
Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
--------------	----------------------------	--------------------------

EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title


Serial/ Patent Number

Application/ Issue Date

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
ALPHA VEGGIE	85731971	September 18, 2012*
TONIKA	4455282	December 24, 2013
GREEN PASSION	78357729	January 26, 2004*
CHAI COOLER	78113272	March 7, 2002*
POWER CHAI	2739025	July 15, 2003
TIGER SPICE CHAI	2695680	March 11, 2003
CHAIMOBILE	77950957	March 4, 2010*
DAVID RIO	88484147	June 21, 2019
DAVID RIO	88484020	June 21, 2019*
DAVID RIO	88484087	June 21, 2019
CARAMEL CHAMOMILE	77755758	June 9, 2009*
PHANTOM SHROOMS	97546532	August 12, 2022
ELEPHANT VANILLA CHAI	97108812	November 4, 2021
RECALIBRATE YOUR METABOLISM	88406504 / 6054770	May 12, 2020
THE METABOLIC MECHANIC	88406503 / 6054769	August 27, 2019
	88406505 / 6054771	May 12, 2020

*Indicates dead, abandoned or cancelled trademark