

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773116

<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>
Mother Kombucha, LLC		12/09/2022	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GREENLINE CDF SUBFUND XXXVI LLC		
<b>Street Address:</b>	1555 Blake Street, Suite 210		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6522402	AGUA BUCHA	
<b>Registration Number:</b>	4742954	MOTHER KOMBUCHA	
<b>Registration Number:</b>	6903183	AGUA BUCHA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032231111		
<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>	3032231100		
<b>Email:</b>	DNTrademarkDocket@bhfs.com		
<b>Correspondent Name:</b>	Sarah K. Dewar		
<b>Address Line 1:</b>	410 Seventeenth Street, Ste 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	019753.0053		
<b>NAME OF SUBMITTER:</b>	Sarah K. Dewar		
<b>SIGNATURE:</b>	/Sarah K. Dewar/		
<b>DATE SIGNED:</b>	12/09/2022		
<b>Total Attachments: 4</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 9, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by MOTHER KOMBUCHA, LLC, a Florida limited liability company (“**Grantor**”), in favor of GREENLINE CDF SUBFUND XXXVI LLC, a Delaware limited company (together with its successors and assigns, the “**Lender**”).

WHEREAS, pursuant to the Junior Credit and Security Agreement, dated as of the date hereof, by and between Grantor and Lender (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Credit Agreement**”), the Lender has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement, as amended.

WHEREAS, under the terms of the Credit Agreement, Grantor has granted to the Lender a security interest in all of Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and Grantor has agreed as a condition thereof to execute this IP Security Agreement with respect to each of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Indebtedness:

(a) all Intellectual Property Rights identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such copyrights, trademarks, and patents, as applicable; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

2. Recordation. Grantor authorizes the Lender to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

4. Governing Law; Jurisdiction, Venue; Waiver of Jury Trial. Section 8.13 of the Credit Agreement is incorporated *mutatis mutandis*.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.

6. Notices. Section 8.3 of the Credit Agreement is incorporated *mutatis mutandis*.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

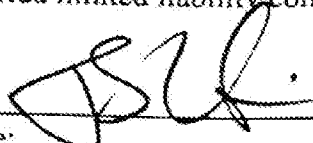
**GRANTOR:**

**MOTHER KOMBUCHA, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
CEO

[Signature Page To Intellectual Property Security Agreement]

SCHEDULE 1

1. **Patents:**

None.

2. **Trademarks:**

Registered U.S. Trademarks:

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Owner of Record	Status
AGUA BUCHA	Reg. No.: 65222402	US	IC 032. US 045 046 048. G & S	10/12/21	Sparkling water infused with Kombucha.	Mother Kombucha, LLC	Registered
MOTHER KOMBUCHA	Reg. No.: 4742954	US	IC 030. US 046. G & S;	05/26/15	Kombucha tea.	Mother Kombucha, LLC	Registered

Pending U.S. Trademark Applications:

Serial Number	Filing Date	Applicant	Mark
90758396	06/07/21	Mother Kombucha, LLC	AGUA BUCHA

3. **Copyrights:** None.