

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW SKINNY MIXES, LLC		12/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL SOUTHWEST CORPORATION		
Street Address:	8333 Douglas Avenue, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4840199	JORDAN'S ALL NATURALS	
Registration Number:	5072424	GLAM COCKTAILS	
Registration Number:	5700335	JORDAN'S COLD BREW	
Registration Number:	5818648	JORDAN'S SKINNY SYRUPS	
Registration Number:	5072426	JORDAN'S CRAFTED COCKTAILS	
Registration Number:	4967269	JORDAN'S SKINNY	
Registration Number:	3776159	JORDAN'S SKINNY MIXES	
Registration Number:	5254361	JORDAN'S SIMPLY SYRUPS	
Registration Number:	5930275	MEANINGFUL DAILY WELLNESS BOOST	
Registration Number:	6129018	JORDAN'S SKINNY BREW	
Serial Number:	97001166	XOXO JORDAN	
Registration Number:	6852408	JORDAN'S	
Registration Number:	6851936		
CORRESPONDENCE DATA			
Fax Number:	2136272579		
<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:	2134579864		
Email:	dkay@mcguirewoods.com		

OP \$340.00 4840199

Correspondent Name: Don Kay
Address Line 1: 355 S. Grand Avenue, Suite 4200
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 2067673-0035

NAME OF SUBMITTER: Don Kay

SIGNATURE: /Don Kay/

DATE SIGNED: 12/21/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “IP Security Agreement”) dated as of December 21, 2022, is made by GW INTERMEDIATE, LLC, a Delaware limited liability company, and NEW SKINNY MIXES, LLC, a Delaware limited liability company, (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”), in favor of CAPITAL SOUTHWEST CORPORATION, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for itself and the other Secured Parties (as defined below).

WHEREAS, Grantors have entered into that certain Credit Agreement with the Administrative Agent, certain financial institutions from time to time party thereto (collectively, the “Lenders”), and (the Administrative Agent and Lenders, collectively, the “Secured Parties”), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, each Grantor has granted to the Administrative Agent, on behalf of the Secured Parties, a security interest in, among other property, all Copyright registrations and application therefor, Patents and Patent applications and Trademark registrations and applications therefor (each as defined in the Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

SECTION 1. **Definitions**. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, or if not therein, in the Uniform Commercial Code as in effect in the state of New York. The following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

“Patents” means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means all rights in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other

country or any political subdivision thereof, or otherwise, and all common-law rights related thereto.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to the Administrative Agent, on behalf of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Excluded Property, including any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations**. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation**. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts**. This IP Security Agreement may be executed in any number of 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.

SECTION 6. **Grants, Rights and Remedies**. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Each Grantor

does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Credit Agreement, the Credit Agreement shall control.

SECTION 7. **Termination.** This IP Security Agreement shall terminate and the lien on and security interest in the Collateral shall be released upon the indefeasible payment in full in cash of all the obligations and the expiration of the commitments under the Credit Agreement and other Loan Documents. Upon the termination of this IP Security Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Collateral granted herein.


SECTION 8. **Governing Law.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

NEW SKINNY MIXES, LLC

By: 

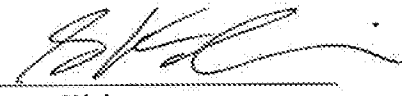
Name: Greg Barbera

Title: Chief Financial Officer

(Signature Page to Intellectual Property Security Agreement)

ADMINISTRATIVE AGENT:

CAPITAL SOUTHWEST CORPORATION

By: 
Name: Spencer Klein
Title: Principal

(Signature Page to Intellectual Property Security Agreement)

TRADEMARK
REEL: 007928 FRAME: 0771


SCHEDULE A
TO
IP SECURITY AGREEMENT

PATENTS

None.

SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademark	Country	Application/ Registration Number	Filing/ Registration Date
New Skinny Mixes, LLC	JORDAN'S ALL NATURALS	USA	4840199	Oct. 27, 2015
New Skinny Mixes, LLC	GLAM COCKTAILS	USA	5072424	Nov. 01, 2016
New Skinny Mixes, LLC	JORDAN'S COLD BREW	USA	5700335	Mar. 19, 2019
New Skinny Mixes, LLC	JORDAN'S SKINNY SYRUPS	USA	5818648	Jul. 30, 2019
New Skinny Mixes, LLC	JORDAN'S CRAFTED COCKTAILS	USA	5072426	Nov. 01, 2016
New Skinny Mixes, LLC	JORDAN'S SKINNY	USA	4967269	May 31, 2016
New Skinny Mixes, LLC	JORDAN'S SKINNY MIXES	USA	3776159	Apr. 13, 2010
New Skinny Mixes, LLC	JORDAN'S SIMPLY SYRUPS	USA	5254361	Aug. 01, 2017
New Skinny Mixes, LLC	MEANINGFUL DAILY WELLNESS BOOST	USA	5930275	Dec. 10, 2019
New Skinny Mixes, LLC	JORDAN'S SKINNY BREW	USA	6129018	Aug. 18, 2020
New Skinny Mixes, LLC	XOXO JORDAN	USA	97001166	Sep. 20, 2022
New Skinny Mixes, LLC	JORDAN'S	USA	6852408	Sep. 20, 2022
New Skinny Mixes, LLC		USA	6851936	Sep. 20, 2022

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

None.