

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIESTA TEA COMPANY		01/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GEMCAP SOLUTIONS, LLC		
Street Address:	9901 I.H. 10 West, Suite 800		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5274525	MAUI MANGO	
Registration Number:	3974313	TIESTA	
Registration Number:	3974317	TIESTA TEA	
Registration Number:	5375117	LIVE LOOSE	
Registration Number:	5483500	FIREBERRY	
Registration Number:	5665802	LIVING WELL PROJECT	
Registration Number:	5534586	TIESTA TEA	
Serial Number:	97483381	TEA-OSK	
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:	5303046922		
Email:	mberens@gemcapsolutions.com		
Correspondent Name:	Michael Berens		
Address Line 1:	9901 I.H. 10 West, Suite 800		
Address Line 2:	GEMCAP SOLUTIONS, LLC		
Address Line 4:	San Antonio, TEXAS 78230		
ATTORNEY DOCKET NUMBER:	1904149		
NAME OF SUBMITTER:	Ramona Garcia		

OP \$215.00 5274525

SIGNATURE:	/Ramona Garcia/
DATE SIGNED:	02/02/2023
Total Attachments: 9 source=8. Tiesta Tea - Trademark Security Agreement#page1.tif source=8. Tiesta Tea - Trademark Security Agreement#page2.tif source=8. Tiesta Tea - Trademark Security Agreement#page3.tif source=8. Tiesta Tea - Trademark Security Agreement#page4.tif source=8. Tiesta Tea - Trademark Security Agreement#page5.tif source=8. Tiesta Tea - Trademark Security Agreement#page6.tif source=8. Tiesta Tea - Trademark Security Agreement#page7.tif source=8. Tiesta Tea - Trademark Security Agreement#page8.tif source=8. Tiesta Tea - Trademark Security Agreement#page9.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of January 31, 2023 (this "Agreement"), made by TIESTA TEA COMPANY, a Delaware corporation with a principal place of business located at 213 West Institute Place, Chicago, IL 60610 ("Grantor"), in favor of GEMCAP SOLUTIONS, LLC, a Delaware limited liability company with offices at 9901 I.H. 10 West, Suite 800, San Antonio, TX 78230 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan

Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing. To the extent Lender requests that Exhibit A be signed as a condition of the parties entering into the Loan Agreement, Lender agrees that Exhibit A shall be held in trust by Lender so long as no Event of Default has occurred under the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

TIESTA TEA COMPANY

By: _____


Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By:  _____
Richard Ellis, Co-President

[SIGNATURE PAGE – TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

TIESTA TEA COMPANY

By: *Dan P. Klein*

Name: Dan Klein

Title: CEO

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By: _____
Richard Ellis, Co-President

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
87163594/5274525	Maui Mango	Active	9/17/2016	8/29/2017	Tiesta Tea Company
85157137/3974313	Tiesta	Active	10/20/2010	6/7/2011	Tiesta Tea Company
85157180/3974317	Tiesta Tea	Active	10/20/2010	6/7/2011	Tiesta Tea Company
87485826/5375117	Live Loose	Active	6/12/2017	1/9/2018	Tiesta Tea Company
87163274/5483500	Fireberry	Active	9/17/2016	6/5/2018	Tiesta Tea Company
97483381	Tea-Osk	Active	06/30/2022		Tiesta Tea Company
87934085/5665802	Living Well Project	Active	5/23/2018	1/29/2019	Tiesta Tea Company
87733497/5534586	Tiesta Tea	Active	12/24/2017	8/7/2018	Tiesta Tea Company

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 202_ made by TIESTA TEA COMPANY, a Delaware corporation with a principal place of business located at 213 West Institute Place, Chicago, IL 60610 ("Assignor").

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and GemCap Solutions, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of August __ 2022 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

TIESTA TEA COMPANY

By: _____

Name: _____

Title: _____

[Signature Page – Assignment of Trademarks]

EXHIBIT 1

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
87163594/5274525	Maui Mango	Active	9/17/2016	8/29/2017	Tiesta Tea Company
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85157180/3974317	Tiesta Tea	Active	10/20/2010	6/7/2011	Tiesta Tea Company
87485826/5375117	Live Loose	Active	6/12/2017	1/9/2018	Tiesta Tea Company
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97483381	Tea-Osk	Active	06/30/2022		Tiesta Tea Company
87934085/5665802	Living Well Project	Active	5/23/2018	1/29/2019	Tiesta Tea Company
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