

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPINDRIFT BEVERAGE CO., INC.		03/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BALANCE POINT CAPITAL PARTNERS III, L.P., as Administrative Agent		
Street Address:	285 Riverside Avenue, Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90590951	SPINDRIFT SPIKED	
Serial Number:	90590955	SPINDRIFT SPIKED	
Serial Number:	88983823	SPINDRIFT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	03/21/2023		
Total Attachments: 4			
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THIS GUARANTEE AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "CLOSING DATE SUBORDINATION AGREEMENT") DATED AS OF MARCH 1, 2022, AMONG BALANCE POINT CAPITAL PARTNERS III, L.P., AS SUBORDINATED LENDER, AND WEBSTER BANK, NATIONAL ASSOCIATION, AS SENIOR LENDER, AND ACKNOWLEDGED AND AGREED TO BY THE CREDIT PARTIES, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY BORROWERS AND THE OTHER OBLIGORS PARTY TO THE CLOSING DATE SUBORDINATION AGREEMENT PURSUANT TO THAT CERTAIN AMENDED AND RESTATED LOAN AGREEMENT DATED AS OF OCTOBER 27, 2017 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "LOAN AGREEMENT"), BETWEEN SPINDRFT AND THE SENIOR LENDER, AND THE OTHER TRANSACTION DOCUMENTS REFERRED TO IN SUCH LOAN AGREEMENT, AS SUCH LOAN AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE CLOSING DATE SUBORDINATION AGREEMENT AND TO THE LIENS SECURING THE FOREGOING INDEBTEDNESS; AND EACH HOLDER PARTY TO THIS GUARANTEE AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE CLOSING DATE SUBORDINATION AGREEMENT.

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **SPINDRIFT BEVERAGE CO., INC.**, a Delaware corporation (the "*Grantor*"), and **BALANCE POINT CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership (the "*Administrative Agent*") are parties to a Security Agreement, dated as of March 1, 2022 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor has granted to the Lender a security interest in and to the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Lender a security interest in and to the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "*Trademark Collateral*"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "*Trademarks*");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer the date first written above.

SPINDRIFT BEVERAGE CO., INC.

By: 
Name: Scott Chandler
Title: Chief Financial Officer

Grant of Security Interest (Trademarks)

TRADEMARK
REEL: 008009 FRAME: 0412

Schedule 1
to
Grant of Security Interest (Trademarks)

Trademark	Application No.	Application Date	Registration No.	Registration Date
SPINDRIFT SPIKED	90590951	19-MAR-2021	6823906	23-AUG-2022
SPINDRIFT SPIKED	90590955	19-MAR-2021	6823907	23-AUG-2022
SPINDRIFT	88983823	06-FEB-2019	6708005	19-APR-2022