

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805489

<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>
PROUD SOURCE WATER, LLC		04/21/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST-CITIZENS BANK & TRUST COMPANY		
<b>Street Address:</b>	3003 Tasman Drive, HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6902174	SPARKLING PROUD SOURCE SPRING WATER	
<b>Registration Number:</b>	6902173	PROUD SOURCE SPRING WATER	
<b>Registration Number:</b>	6890410	PROUD SOURCE SPRING WATER	
<b>Registration Number:</b>	6890322	PROUD SOURCE SPRING WATER	
<b>Registration Number:</b>	5855592	PROUD SOURCE PRISTINE ROCKY MOUNTAIN SPR	
<b>Registration Number:</b>	5546761	PROUD SOURCE WATER	
<b>Registration Number:</b>	5292654	PROUD SOURCE WATER	
<b>Registration Number:</b>	6641163	BY NATURE FOR NATURE	
<b>Serial Number:</b>	90500205	SPARKLING PROUD SOURCE SPRING WATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		

OP \$240.00 6902174

<b>ATTORNEY DOCKET NUMBER:</b>	1970168
<b>NAME OF SUBMITTER:</b>	Naomi Sakata, Corporate Paralegal
<b>SIGNATURE:</b>	/Naomi Sakata/
<b>DATE SIGNED:</b>	04/24/2023

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of April 21, 2023, by and between FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (“Bank”) and PROUD SOURCE WATER, LLC, a Delaware public benefit limited liability company (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of January 28, 2021, as amended by that certain First Amendment to Loan and Security Agreement dated as of December 30, 2021, and as further amended by that certain Second Amendment and Joinder to Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank, such recordations to be facilitated by the Bank including the payment of any recordation fees. Upon the conclusion of the Loan Agreement and satisfaction of Grantor's obligations thereunder, Bank agrees to execute a release of the security

interests in the Intellectual Property Collateral to enable Grantor to record such release, and Bank authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record such release.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

PROUD SOURCE WATER, LLC

DocuSigned by:  
By: Bryan Schumaker  
Name: Bryan Schumaker  
Title: Treasurer

BANK:

FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))

DocuSigned by:  
By: Jayson Davis  
Name: Jayson Davis  
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

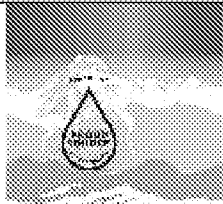
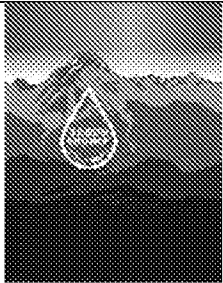


Registration/  
Application  
Date

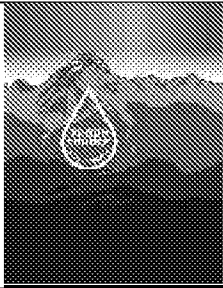
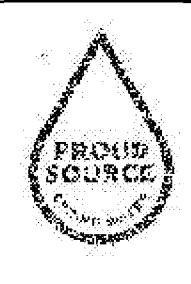
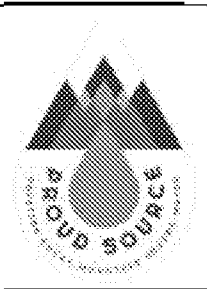
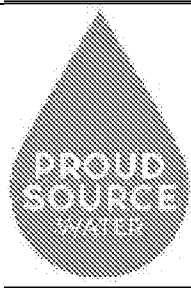
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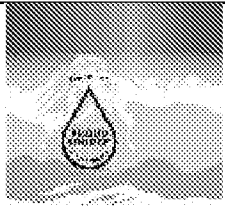
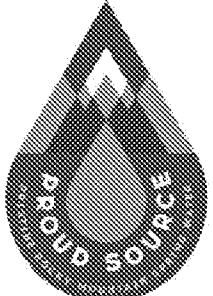
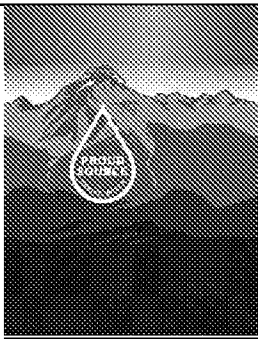
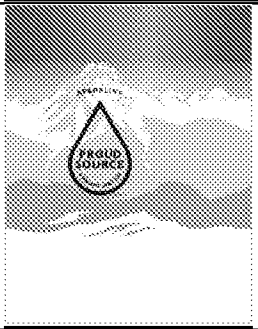


EXHIBIT C

## Trademarks

<u>Company IP</u>	<u>Applicant</u>	<u>Current Owner</u>	<u>Jurisdiction</u>	<u>Application/Registration #</u>	<u>Date Issued</u>	<u>Status</u>
	Proud Source Water, Inc.	Proud Source, Water, LLC	International Register	1620488	July 30, 2021	Registered
<u>BY NATURE FOR NATURE</u>	Proud Source Water, Inc.	Proud Source, Water, LLC	International Register	1616886	July 30, 2021	Registered
	Proud Source Water, Inc.	Proud Source, Water, LLC	International Register	1618779	July 29, 2021	Registered
	Proud Source Water, Inc.	Proud Source, Water, LLC	U.S.	6902174	November 15, 2022	Registered
	Proud Source Water, Inc.	Proud Source, Water, LLC	U.S.	6902173	November 15, 2022	Registered

	Proud Source Water, Inc.	Proud Source, Water, LLC	U.S.	6890410	November 1, 2022	Registered
	Proud Source Water, Inc.	Proud Source, Water, LLC	U.S.	6890322	November 1, 2022	Registered
	Proud Source Water, LLC (an Idaho corporation)	Proud Source, Water, LLC	U.S.	5855592	September 10, 2019	Registered
	Proud Source Water, LLC (an Idaho corporation)	Proud Source, Water, LLC	U.S.	5546761	August 21, 2018	Registered
PROUD SOURCE WATER	Proud Source Water, LLC (an Idaho corporation)	Proud Source, Water, LLC	U.S.	5292654	September 19, 2017	Registered
BY NATURE FOR NATURE	Proud Source Water LLC	Proud Source, Water, LLC	U.S.	6641163	February 8, 2022	Registered

	Proud Source Water Inc.	Proud Source, Water, LLC	U.S.	90500205	January 31, 2021	Published
<u>PROUD SOURCE</u>	Proud Source Water, Inc.	Proud Source, Water, LLC	Canada	TMA1,081,392	August 31, 2020	Registered
	Proud Source Water, Inc.	Proud Source, Water, LLC	Canada	TMA 112730	March 22, 2022	Registered
<u>BY NATURE FOR NATURE</u>	Proud Source Water, Inc.	Proud Source, Water, LLC	Canada	2138366	July 30, 2021	Pending
	Proud Source Water, Inc.	Proud Source, Water, LLC	Canada	2139992	July 30, 2021	Pending
	Proud Source Water, Inc.	Proud Source, Water, LLC	Canada	2141523	July 30, 2021	Pending
<u>PROUD SOURCE</u>	Proud Source Water, Inc.	Proud Source, Water, LLC	China	31096945	March 7, 2019	Registered
<u>Proud Source Logo</u>	Proud Source Water, Inc.	Proud Source, Water, LLC	China	31096946	March 7, 2019	Pending

		Proud Source Water, Inc.	Proud Source, Water, LLC	China	1618779	July 29, 2021	Pending
<u>BY NATURE FOR NATURE</u>	Proud Source Water, Inc.	Proud Source, Water, LLC	China	1616886	July 30, 2021	Pending	

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None