

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brew Dr. Kombucha, LLC		05/25/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SG Stonegate Asset Company I, LLC		
Street Address:	123 N. Wacker Drive		
Internal Address:	Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	86367803	BREW DR KOMBUCHA	
Serial Number:	86367846	BREW DR. KOMBUCHA	
Serial Number:	88101251	BREW DR	
Serial Number:	88015991	GOOD FOR HUMANS	
Serial Number:	88016250	CLEAR MIND	
Serial Number:	88015996	DELICIOUSLY REFRESHING	
Serial Number:	88142198	HAPPINESS	
Serial Number:	88114726	HERBAL UPLIFT	
Serial Number:	88114730	UPLIFT	
Serial Number:	88818747	BREW DR	
Serial Number:	88814686	TRANQUIL	
Serial Number:	90560621	ORGANIC RAW KOMBUCHA AT ITS FINEST	
Serial Number:	90560614	DISCOVER HOW GOOD KOMBUCHA CAN BE	
Serial Number:	97128146		
Serial Number:	97817402	ORANGE OASIS	
Serial Number:	97817472	MOUNTAIN GINGER	
Serial Number:	97817506	BLACKBERRY TRAILS	
Serial Number:	97817543	LEMON GROVE	

CH \$515.00 86367803

Property Type	Number	Word Mark
Serial Number:	97784706	SIPJOY
Serial Number:	97836826	LOW SUGAR HIGH FLAVOR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6785537344
Email: sinnottm@gtlaw.com
Correspondent Name: Matthew Sinnott
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	192580.010800
NAME OF SUBMITTER:	Matthew Sinnott
SIGNATURE:	/Matthew Sinnott/
DATE SIGNED:	05/25/2023

Total Attachments: 28

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is executed and delivered as of May 25, 2023, by Brew Dr. Kombucha, LLC, an Oregon limited liability company (“Borrower”), to SG Stonegate Asset Company I, LLC, a Delaware limited liability company (“Lender”).

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Borrower desires Lender to provide certain extensions of credit, loans and other financial accommodations (the “Financial Accommodations”) to Borrower pursuant to (a) that certain Loan and Security Agreement of even date herewith, by and between Borrower and Lender (as amended or restated from time to time, the “Loan Agreement”), (b) that certain Revolving Note of even date herewith, executed and delivered by Borrower to Lender in a maximum aggregate principal amount not to exceed Eight Million and no/100 Dollars (\$8,000,000.00) (as amended or restated from time to time, the “Revolving Note”), (c) that certain Term Note of even date herewith, executed and delivered by Borrower to Lender in the original principal amount of Four Million Five Hundred Thousand and no/100 Dollars (\$4,500,000.00) (as amended or restated from time to time, the “Term Note”) and (d) the other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing (the “Other Agreements”) (the Other Agreements, together with the Loan Agreement, the Revolving Note, the Term Note and any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing are collectively, the “Loan Documents”);

WHEREAS, pursuant to the Loan Documents, Borrower granted to Lender a first position priority security interest and lien in and to all of Borrower’s assets (other than the Excluded Equipment), including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement**. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Schedules, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property**. To secure the full and timely payment and performance of the Obligations, Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of Borrower’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the “Intellectual Property Collateral”):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule “A”, (ii) renewals

thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Schedule "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Schedule "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule "D", and the right to prepare for sale, sell and advertise for sale all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (collectively, the "Licenses"); and

E. the goodwill of Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. For purposes of clarity, the parties agree and acknowledge that nothing in this Agreement creates or is intended to create a present transfer of any rights (other than the grant of the security interest set forth herein for collateral purposes only), title or interest in the Intellectual Property Collateral and, that unless the parties otherwise agree or following the occurrence of an Event of Default, no such transfer is intended to occur in the future. Borrower acknowledges and agrees that upon the occurrence and continuance of an Event of Default, and upon written notice to Borrower, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have, in accordance with their rights as a security party solely, the power to use and/or sell the Intellectual Property Collateral. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

3. Restrictions on Future Agreements.

A. Borrower agrees that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrower's obligations under this Agreement. Borrower further agrees that it will not take any action, or permit any

action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Borrower hereby represents and warrants to Lender that Borrower has not granted any license in connection with any of the Intellectual Property Collateral to any Person other than (i) Lender and (ii) certain third parties who have been granted a limited, nonexclusive right and license to use the Intellectual Property Collateral associated with Borrower's products for the purposes of manufacturing, distributing, promoting and/or selling such products in the ordinary course of business of Borrower (collectively, the "Permitted Licenses"). Borrower hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent, which consent shall not be unreasonably withheld, other than the Permitted Licenses.

4. **New Trademarks, Patents, Copyrights and Licenses**. Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Schedules "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and material licenses now owned by Borrower. If, prior to payment of the Obligations in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or material licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or material license renewal, the provisions of Section 2 above shall automatically apply thereto and Borrower shall provide Lender with prompt notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Schedules "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and material licenses.

5. **Royalties; Terms**. Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect**. Lender shall have the right, during regular business hours and upon reasonable notice to Borrower, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon the occurrence and during the continuance of an Event of Default, Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses (other than the Permitted Licenses); (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Lender's prior written consent, which consent shall not be unreasonably withheld.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrower.** Borrower shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon the occurrence and continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with

respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

BREW DR. KOMBUCHA, LLC

Lawrence Leser

By: _____

Name: Lawrence M. Leser

Title: Chief Financial Officer

ACCEPTANCE

The undersigned, SG Stonegate Asset Company I, LLC, a Delaware limited liability company, accepts the foregoing collateral assignment of Intellectual Property.

SG STONEGATE ASSET COMPANY I, LLC,
a Delaware limited liability company

Ryan Woody

By: Ryan Woody (May 24, 2023 17:18 CDT)

Name: **Ryan Woody**

Title: **COO**

SCHEDULE A

Trademarks and Trademark Registrations

[See attached.]

**Intellectual Property of Brew Dr. Kombucha, LLC as of April 6, 2023 Prepared by
Kolitich Romano Dascenzo Gates LLC**

TRADEMARK MATTERS

KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 401	BREW DR KOMBUCHA	U.S.	beverages made of tea and containing Kombucha; beverages with a tea base and containing Kombucha; tea containing Kombucha in International Class 30.	8/15/2014	86/367,803	Registered May 19, 2015 as U.S. Trademark Registration No. 4,738,121. Section 8 & 15 declaration accepted April 16, 2021. Renewal due May 9, 2025.
BDK 402	BREW DR KOMBUCHA	U.S.	Kombucha bars; Kombucha shops; Kombucha -house and snack-bar services; restaurant; Kombucha rooms in International Class 43.	8/15/2014	86/367,846	Cancelled December 24, 2021 after Section 8 & 15 declaration not filed, per December 17, 2020 instructions. Registered June 23, 2015 as U.S. Service Mark Registration No. 4,758,954.
BDK 403	BREW DR	U.S.	kombucha tea beverages; tea-based beverages; yerba mate beverages; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	8/31/2018	88/101,251	Registered June 11, 2019 as U.S. Trademark Registration No. 5,773,537. Section 8 & 15 declaration due June 11, 2025.

Status of Intellectual Property Matters of Brew Dr. Kombucha, LLC as of April 6, 2023
Prepared by Kolitch Romano Dascento Gates LLC

KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 403CA	BREW DR	CA	<p>kombucha tea beverages; tea-based beverages; yerba mate beverages; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and</p> <p>soft drinks; fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades; non-alcoholic water-based beverages also containing live cultures, namely, non-alcoholic carbonated beverages containing live cultures, non-alcoholic beverages flavoured with tea containing live cultures, non-alcoholic fruit juice beverages containing live cultures, and nonalcoholic soft drinks containing live cultures; non-alcoholic water-based beverages also containing botanicals, namely, non-alcoholic carbonated beverages containing botanicals, nonalcoholic beverages flavoured with tea containing botanicals, non-alcoholic fruit juice beverages containing botanicals, and non-alcoholic soft drinks containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures, namely, non-alcoholic carbonated beverages containing probiotic cultures, non-alcoholic beverages flavoured with tea containing probiotic cultures, non-alcoholic fruit juice beverages containing probiotic cultures, and nonalcoholic soft drinks containing probiotic cultures in International Class 32.</p>	1/22/2019	1942090	Pending. Response to first examination report filed December 19, 2022.

Status of Intellectual Property Matters of Brew Dr. Kombucha, LLC as of April 6, 2023
Prepared by Kolitch Romano Dascenzo Gates LLC

KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 403EU	BREW DR	EU	teas; kombucha tea beverages; tea-based beverages; yerba mate beverages; guayusa beverages; herbal beverages; botanical beverages in International Class 30; and non-alcoholic drinks; soft drinks; fruit-flavored beverages; fruit- and herbal-flavored beverages; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures; probiotic beverages (not for medical purposes) in International Class 32.	1/22/2019	018013549	Registered July 26, 2019 as European Union Trademark Registration No. 018013549. Renewal due January 22, 2029.
BDK 403MX	BREW DR (Class 30)	MX	kombucha tea beverages; tea-based beverages; yerba mate beverages; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30.	1/25/2019	2157753	Cancelled after Declaration of Use not filed by July 29, 2022 deadline. Registered April 29, 2019 as Mexico Trademark Registration No. 1995511. Per June 2, 2022 email, sales in Mexico not likely to happen before use deadline. Refiling a new application to be revisited in January 2023.
BDK 403MXA	BREW DR (Class 32)	MX	soft drinks; fruit-flavored beverages also containing herbs; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	1/25/2019	2157752	Cancelled after no Declaration of Use was filed by September 14, 2022 deadline. Registered June 14, 2019 as Mexico Trademark Registration No. 2010320. Per June 2, 2022 email, sales in Mexico were not likely to happen before use deadline. Refiling a new application to be revisited in January 2023.

Status of Intellectual Property Matters of Brew Dr. Kombucha, LLC as of April 6, 2023
Prepared by Kolitch Romano Dascento Gates LLC

KRDG File	Mark	Juris	Goods/Services	Date Filed	Serial No.	Status
BDK 403RU	BREW DR	RU	kombucha tea beverages; tea-based beverages; yerba mate beverages; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	12/16/2019	2019764776	Abandoned. Response to Office action was due February 12, 2021. No response filed per August 14, 2020 instructions to take no further action.
BDK 403UK	BREW DR	UK	teas; kombucha tea beverages; tea-based beverages; yerba mate beverages; guayusa beverages; herbal beverages; botanical beverages in International Class 30; and non-alcoholic drinks; soft drinks; fruit-flavored beverages; fruit- and herbal-flavored beverages; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures (not for medical purposes) in International Class 32.	1/22/2019	N/A	Issued January 1, 2021 as U.K. Trademark Reg. No. UK00918013549 (cloned from EU Trademark Reg. No. 018013549 after Brexit). Renewal due January 22, 2029.

Status of Intellectual Property Matters of Brew Dr. Kombucha, LLC as of April 6, 2023
Prepared by Kolitch Romano Dascenzo Gates LLC

KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 404	GOOD FOR HUMANS	U.S.	kombucha tea beverages; tea-based beverages; yerba mate beverages; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	6/26/2018	88/015,991	Registered August 20, 2019 as U.S. Trademark Registration No. 5,840,927. Section 8 & 15 Declaration due August 20, 2025.
BDK 405	CLEAR MIND	U.S.	kombucha tea beverages; tea-based beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	6/26/2018	88/016,250	Registered June 11, 2019 as U.S. Trademark Registration No. 5,773,224. Section 8 & 15 Declaration due June 11, 2025.
BDK 405CA	CLEAR MIND	CA	kombucha tea beverages; tea-based beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30	1/25/2019	1,942,804	Pending. Response to first examination report filed December 17, 2022.

Status of Intellectual Property Matters of Brew Dr. Kombucha, LLC as of April 6, 2023
Prepared by Kolitch Romano Dascenzo Gates LLC

KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 406	DELICIOUSLY REFRESHING	U.S.	kombucha tea beverages; tea-based beverages; yerba mate beverages; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals; teas-based beverages also containing probiotic cultures in International Class 30; and soft drinks; fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	6/26/2018	88/015,996	Abandoned. Express abandonment filed August 7, 2019 in view of potential opposition by PepsiCo, Inc.
BDK 407	HAPPINESS	U.S.	kombucha tea; kombucha tea-based beverages in International Class 30.	10/3/2018	88/142,198	Abandoned January 21, 2020, per instructions from December 2019 teleconference that mark was being retired. Per April 12, 2021 email, mark is being reintroduced; Brew Dr. will be in touch if new application is to be filed.

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Prepared by Kolitch Romano Dascento Gates LLC

KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 408	HERBAL UPLIFT	U.S.	kombucha tea beverages; tea-based beverages; yerba mate beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	9/12/2018	88/114,726	Registered June 4, 2019 as U.S. Trademark Registration No. 5,767,600. Section 8 & 15 Declaration due June 4, 2025.
BDK 409	UPLIFT	U.S.	kombucha tea beverages; tea-based beverages; yerba mate beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	9/12/2018	88/114,730	Registered June 4, 2019 as U.S. Trademark Registration No. 5,767,601. Section 8 & 15 Declaration due June 4, 2025.
BDK 410KS	GOLDEN POTION (knock-out search)	U.S.		N/A	N/A	Initial knock-out search performed and reported May 13, 2019.

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KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 410S	GOLDEN POTION (comprehensive search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Search results briefly discussed in June 2019 IP teleconference. Formal search report provided June 6, 2019. No planned use of the mark for kombucha, but may revisit in the future for tea per discussion in August 2019 IP teleconference.
BDK 411KS	PROBIOTIC PICK ME UP (knock-out search)	U.S.		N/A	N/A	Knock-out search results reported via email August 7, 2019.
BDK 412	BREW DR	U.S.	beverageware; mugs; insulated beverage containers in International Class 21; tea; tisanes; tea-based beverages; matcha; mixes for making tea; mixes for making chai in International Class 30; retail store services featuring tea, tisanes, matcha, tea mixes, chai mixes, tea making supplies, teaware, beverageware, gifts, and tea-related merchandise; on-line retail store services featuring tea, tisanes, matcha, tea mixes, chai mixes, tea making supplies, teaware, beverageware, gifts, and tea-related merchandise in International Class 35; and tea bars; tea rooms in International Class 43.	3/3/2020	88/818,747	Registered October 27, 2020 as U.S. Trademark Registration No. 6,183,902. Section 8 & 15 Declaration due October 27, 2026.


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KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 412KR	BREW DR	KR	kombucha tea beverages; tea-based beverages; yerba mate beverages; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures; tea; tisanes; tea-based beverages; matcha; mixes for making tea; mixes for making chai in International Class 30; and soft drinks; fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	7/20/2020	40-2020-125683	Abandoned. Response to Office action was due March 3, 2022. Per February 7, 2022 email, no response filed.
BDK 413S	WEEDS (search)		Kombucha beverages, tea-based beverages, soft drinks, and beverages with CBD	N/A	N/A	Comprehensive U.S. search analysis on hold view of Brew Dr. preferring to move forward with TRANQUIL mark (BDK 414S).
BDK 414S	TRANQUIL (search)		Kombucha beverages, tea-based beverages, soft drinks, and beverages with CBD	N/A	N/A	Comprehensive U.S. search reported via email February 3, 2020. Application for limited/narrow goods filed as BDK 414.
BDK 414	TRANQUIL	U.S.	kombucha tea beverages in International Class 30.	2/28/2020	88/814,686	Abandoned. Response to Office action was due November 21, 2020. No response filed per August 14, 2020 teleconference instructions to take no further action.

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KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 415KS	ORGANIC RAW KOMBUCHA AT ITS FINEST (knock-out search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search discussed via email December 4, 2020. Application filed as BDK 415.
BDK 415	ORGANIC RAW KOMBUCHA AT ITS FINEST	U.S.	kombucha tea beverages; tea-based beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures, all the aforementioned are organic and raw in International Class 30.	3/4/2021	90/560,621	Registered February 15, 2022 as U.S. Trademark Registration No. 6,643,449. Section 8 & 15 Declaration due February 15, 2028.
BDK 415CA	ORGANIC RAW KOMBUCHA AT ITS FINEST	CA	kombucha tea beverages; tea-based beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30.	8/12/2021	2,126,999	Pending.
BDK 416	DISCOVER HOW GOOD KOMBUCHA CAN BE	U.S.	kombucha tea beverages; tea-based beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30.	3/4/2021	90/560,614	Registered January 18, 2022 as U.S. Trademark Registration No. 6,620,951. Section 8 & 15 Declaration due January 18, 2028.
BDK 416CA	DISCOVER HOW GOOD KOMBUCHA CAN BE	CA	kombucha tea beverages; tea-based beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30.	8/12/2021	2,127,001	Pending.
BDK 417KS	PEACH PARTY (knock-out search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search reported August 10, 2021. No application filed.

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KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 418	DESIGN MISC. (Otis Head) 	U.S.	kombucha tea beverages; tea-based beverages; yerba mate beverages; yerba mate beverages with prebiotics; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures; non-alcoholic water-based beverages also containing prebiotics in International Class 32.	11/16/2021	97/128,146	Allowed November 29, 2022. Statement of Use or 1 st extension request due May 29, 2023.
BDK 419KS	STRAWBERRY FIELDS (knock-out search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search reported via email January 12, 2022.
BDK 420KS	WILD STRAWBERRY KOMBUCHA (knock-out search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search reported via email January 12, 2022.
BDK 421KS	STRAWBERRY BLOOM KOMBUCHA (knock-out search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search reported via email January 12, 2022.
BDK 422KS	PINEAPPLE PARADISE (knock-out search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search reported via email July 12, 2022.
BDK 423KS	ORANGE OASIS (knock-out search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search reported via email October 10, 2022. Application to be filed as BDK 423.

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KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status	
BDK 423	ORANGE OASIS	U.S.	kombucha tea beverages; tea-based beverages; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; fruit-flavored beverages; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	3/1/2023	97/817,402	Pending. Foreign filing priority deadline is September 1, 2023.	X
BDK 424KS	MOUNTAIN GINGER (knock-out search)	U.S.	kombucha beverages; tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search reported via email October 10, 2022. Application to be filed as BDK 424.	
BDK 424	MOUNTAIN GINGER	U.S.	kombucha tea beverages; tea-based beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	3/1/2023	97/817,472	Pending. Foreign filing priority deadline is September 1, 2023.	X
BDK 425KS	BLACKBERRY TRAILS (knock-out search)	U.S.	kombucha beverages; tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search reported via email October 10, 2022. Application to be filed as BDK 425.	

TRADEMARK
REEL: 008113 FRAME: 0676

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KRDG File	Mark	Juris	Goods/Services	Date Filed	Serial No.	Status	
BDK 425	BLACKBERRY TRAILS	U.S.	kombucha tea beverages; tea-based beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; fruit-flavored beverages; fruit-flavored beverages also containing herbs; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	3/1/2023	97/817,506	Pending. Foreign filing priority deadline is September 1, 2023.	X
BDK 426KS	LEMON GROVE (knock-out search)	U.S.	kombucha beverages; tea, tea-based beverages, and soft drinks	N/A	N/A	Knock-out search reported via email October 10, 2022. Application to be filed as BDK 426.	
BDK 426	LEMON GROVE	U.S.	kombucha tea beverages; tea-based beverages; tea-based beverages with herbs; tea-based beverages with botanicals; tea-based beverages also containing probiotic cultures in International Class 30; and soft drinks; fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades; non-alcoholic water-based beverages also containing live cultures; non-alcoholic water-based beverages also containing botanicals; non-alcoholic water-based beverages also containing probiotic cultures in International Class 32.	3/1/2023	97/817,543	Pending. Foreign filing priority deadline is September 1, 2023.	X

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KRDG File	Mark	Juris.	Goods/Services	Date Filed	Serial No.	Status
BDK 427S	REFRESHINGLY REAL (comprehensive search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Search reported via email December 1, 2022.
BDK 428S	REFRESHIE (comprehensive search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Search reported via phone call December 6, 2022.
BDK 429KS	SIPJOY (knock-out search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Search reported via email January 19, 2023. Application filed as BDK 429.
BDK 429	SIPJOY	U.S.	yerba mate beverages; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals in International Class 30; and fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades in International Class 32.	2/7/2023	97/784,706	Pending. Foreign filing priority deadline is August 7, 2023.
BDK 430KS	FIZZIES (knock-out search)	U.S.	kombucha beverages, tea, tea-based beverages, and soft drinks	N/A	N/A	Search reported via email January 19, 2023.
BDK 431	LOW SUGAR HIGH FLAVOR	U.S.	yerba mate beverages; guayusa tea beverages; tea-based beverages with herbs; tea-based beverages with botanicals in International Class 30; and fruit-flavored beverages; fruit-flavored beverages also containing herbs; lemonades in International Class 32.	3/13/2023	97/836,826	Pending. Foreign filing priority deadline is September 13, 2023.

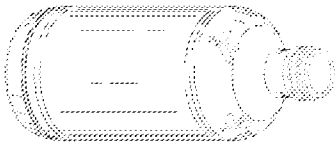
SCHEDULE B

Patents and Patent Registrations

[See attached.]

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PATENT MATTERS

KRDG File	Patent Title	Juris.	Inventor(s)	Date Filed	Serial No.	Patent No.	Status
BDK 301	BOTTLE 	U.S.	Matthew Michael Thomas and Laura Beverly Gano	12/15/2021	29/819,505		Pending.

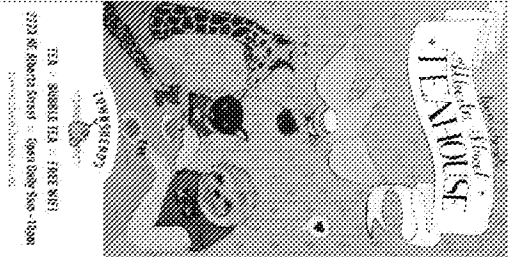
SCHEDULE C

Copyrights and Copyright Applications

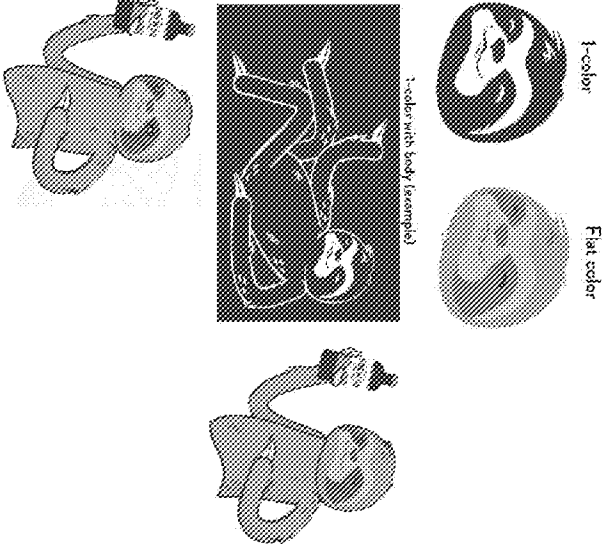
[See attached.]

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KRDG File	Title	Claim No. / Date Filed	Reg. No.	Status
BDK 501	<p>Otis of Animal Tea Party (original Otis)</p> 	1-10920840331 10/19/2021	VA 2-275-098 11/10/2021	Registered with an effective date of October 19, 2021.

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KRDG File	Title	Claim No. / Date Filed	Reg. No.	Status
BDK 501A	<p>Otis (1-color) and 4 Other Unpublished Works (updated Otis)</p>  <p>1-color Flat color 1-color with body / example 1-color</p>	1-10920913216 10/19/2021	VAU 1-453-675 1/18/20222	Registered with an effective date of October 19, 2021.

SCHEDULE D

License Agreements

None.