

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIESTA TEA COMPANY		06/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIF, LLC		
Street Address:	3973 194th Lane		
City:	Golden Beach		
State/Country:	FLORIDA		
Postal Code:	33160		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87163594	MAUI MANGO	
Serial Number:	85157137	TIESTA	
Serial Number:	85157180	TIESTA TEA	
Serial Number:	87485826	LIVE LOOSE	
Serial Number:	87163274	FIREBERRY	
Serial Number:	87934085	LIVING WELL PROJECT	
Serial Number:	87733497	TIESTA TEA	
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:	302-702-0602		
Email:	vvarbanova@hmlblaw.com		
Correspondent Name:	Valya Varbanova		
Address Line 1:	500 West Madison, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Valya Varbanova		
SIGNATURE:	/Valya Varbanova/		
DATE SIGNED:	07/28/2023		

OP \$190.00 87163594

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of June 9, 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 MIF, LLC, with offices at 3973 194th Lane, Golden Beach, FL 33160 (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, dated the date hereof (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 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.

[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.

GRANTOR:

TIESTA TEA COMPANY

By: Daniel Klein
Name: Daniel Klein
Title: Chief Executive Officer

ACCEPTED AND AGREED:

LENDER:

MIF, LLC

By: _____
Name: Mark Friedgan
Title: Manager

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

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

GRANTOR:

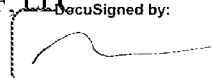
TIESTA TEA COMPANY

By: _____
Name: Daniel Klein
Title: Chief Executive Officer

ACCEPTED AND AGREED:

LENDER:

MIF, LLC

DocuSigned by:
By:  _____
Name: Mark Friedgan
Title: Manager

[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
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 MIF, LLC ("Lender") are parties to that certain Loan and Security Agreement, dated as of June ___, 2023 (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: _____