

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839620

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Future Proof Brands LLC		09/15/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Texas Capital Bank
Street Address:	2000 McKinney Ave, Ste 1800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Texas state bank: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4681998	
Registration Number:	5017392	
Registration Number:	5818946	BEATBOX
Registration Number:	4369562	BEATBOX BEVERAGES
Registration Number:	4536312	BEATBOX BEVERAGES
Registration Number:	5385171	BEATBOX BEVERAGES
Registration Number:	6098051	CORKLESS
Registration Number:	5314037	PORTABLE PARTY PUNCH
Registration Number:	4837450	SLAP THE BAG
Registration Number:	5323221	SO IT BEGINS
Serial Number:	97158146	BEATBOX

CORRESPONDENCE DATA

Fax Number: 2142207716

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: 2146617347

Email: sspainhour@velaw.com

Correspondent Name: Shannon Spainhour

Address Line 1: 2001 Ross Avenue, Suite 3900

OP \$290.00 4681998

Address Line 2: c/o Vinson & Elkins
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Shannon Spainhour

SIGNATURE: /Shannon Spainhour/

DATE SIGNED: 09/15/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) is made and effective as of September 15, 2023, by and among FUTURE PROOF BRANDS LLC, a Delaware limited liability company (the “**Borrower**”), in favor of TEXAS CAPITAL BANK, as lender (the “**Lender**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, by and among the Borrower, the Guarantors from time to time party thereto, and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), the Lender has agreed, among other things, subject to the terms and conditions set forth therein, to make loans, and other financial accommodations to the Borrower (collectively, the “**Loans**”);

WHEREAS, the Borrower will derive substantial direct and indirect benefit from the Loans provided by the Lender under the Loan Agreement; and

WHEREAS, it is a condition precedent to the obligations of the Lender to execute and perform under the Loan Agreement that the Borrower shall have executed and delivered this IP Security Agreement to the Lender for the ratable benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. **Grant of Security Interest**. To secure the Borrower’s prompt, punctual and faithful payment of the Loans and the performance of all and each of the Borrower’s Obligations under the Loan Agreement, the Borrower hereby grants to the Lender, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of the Borrower in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which the Borrower is prohibited from granting a security interest by contract, statute, or otherwise (the “**IP Collateral**”):

(a) The U.S. and state trademark and service mark registrations, trademark and service mark applications set forth on **Schedule A** attached hereto and all goodwill associated with the foregoing (*provided* that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the “**Trademarks**”);

(b) The domain names and registrations set forth on Schedule B attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(c) The U.S. and state patents and patent applications set forth on Schedule C attached hereto (collectively, the “**Patents**”);

(d) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(e) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which the Borrower is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(f) Any and all divisions, continuations, amendments, renewals, extensions, reissues and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Borrower authorizes and requests that the Commissioner of Patents and Trademarks (and any state or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender and the other Secured Parties in the IP Collateral.

3. Assignment. Upon the request of the Lender after the occurrence and during the continuance of an Event of Default, the Borrower shall execute and deliver to the Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Lender, for the ratable benefit of the Secured Parties.

4. Power of Attorney. The Borrower hereby irrevocably grants to the Lender, for the ratable benefit of the Secured Parties, a power of attorney, to act as the Borrower’s attorney-in-fact, with full authority in the name, place and stead of the Borrower, from time to time in the Lender’s discretion, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Lender and the other Secured Parties and without first obtaining the Borrower’s approval thereof or signature thereto) Schedule A, Schedule B and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Borrower after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Lender and the other Secured Parties and without first obtaining the Borrower’s approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in

order to perfect, maintain, continue or otherwise protect the Lender's interest or the Borrower's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Lender and the other Secured Parties in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Lender deems in its discretion to be in the best interest of the Lender, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Borrower's Obligations have been Paid in Full and the Loan Agreement has been terminated (other than indemnity obligations under the Loan Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending).

5. Newly Registered Patents and Trademarks. The Borrower hereby agrees to provide the Lender, for the ratable benefit of the Secured Parties, a schedule of newly registered Patents, or Trademarks or new Domain Names or updates to any Patents, Trademarks or Domain Names in accordance with Section 7.1(j) of the Loan Agreement.

6. Miscellaneous.

(a) This IP Security Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of New York, and to the extent controlling, laws of the United States of America.

(b) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Lender, for the ratable benefit of the Secured Parties, under the Loan Agreement and the other Loan Documents. The rights and remedies of the Borrower and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(c) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each

such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement
as of the date first written above.

BORROWER:

FUTURE PROOF BRANDS L.L.C.,
a Delaware limited liability company

By: _____

Name: Justin Fenchel
Title: President and Chief Executive
Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT -- FUTURE PROOF BRANDS L.L.C.]

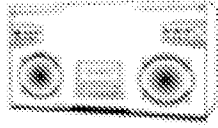
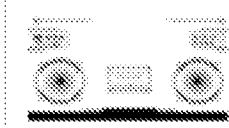
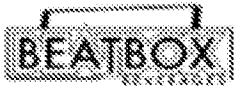

LENDER:

TEXAS CAPITAL BANK

By: Adriana Korinek
Name: Adriana Korinek
Title: Vice President

SCHEDULE A
TRADEMARK AND SERVICE MARKS

Registered Trademarks

Reg. No.	Date of Reg.	Priority Date	Owner	Mark
4,681,998	02/03/2015	07/02/2014	Future Proof Brands LLC	
5,017,392	08/09/2016	12/28/2015	Future Proof Brands LLC	
5,818,946	07/30/2019	11/30/2018	Future Proof Brands LLC	BEATBOX
4,369,562	07/16/2013	03/18/2012	Future Proof Brands LLC	
4,536,312	05/27/2014	7/16/2013	Future Proof Brands LLC	
5,385,171	01/23/2018	06/20/2017	Future Proof Brands LLC	BEATBOX BEVERAGES
6,098,051	07/07/2020	01/07/2019	Future Proof Brands LLC	CORKLESS
5,314,037	10/17/2017	04/10/2017	Future Proof Brands LLC	PORTABLE PARTY PUNCH
4,837,450	10/20/2015	02/04/2014	Future Proof Brands LLC	SLAP THE BAG
5,323,221	10/31/2017	04/10/2017	Future Proof Brands LLC	SO IT BEGINS

Pending Trademarks

Application Number	Filing Date	Applicant	Mark
97/158,146	12/06/21	Future Proof Brands LLC	BEATBOX

SCHEDULE B

DOMAIN NAMES

Domain Name	Exp. Date
Beatboxbeverages.com	4/3/24
Futureprf.com	7/31/23
Partpunch.com	10/14/23

SCHEDULE C

PATENTS

Registered Patents

File Date	Issue Date	Owner	Patent No.	Patent Title
N/A				

Pending Patents

File Date	Application No.	Owner	Patent Title
N/A			