

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843660

<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>
Karma Culture LLC		09/29/2023	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CBV Ventures LLC		
<b>Street Address:</b>	207 High Point Drive, Building 100		
<b>City:</b>	Victor		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14564		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4063528	KARMA	
<b>Serial Number:</b>	97323766	NO PAIN	
<b>Registration Number:</b>	4440589	KARMA KOMBUCHA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>	5852631000		
<b>Email:</b>	msnyderdenham@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	21615-000230		
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh		
<b>SIGNATURE:</b>	/Kristenmwalsh/		
<b>DATE SIGNED:</b>	10/04/2023		
<b>Total Attachments: 13</b>			
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**THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE SECURED PARTY (AS DEFINED BELOW) AND GRANTORS (AS DEFINED BELOW) HEREUNDER ARE SUBJECT TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF, BY AND AMONG GRANTORS, AEGIS BUSINESS CREDIT, LLC, AND SECURED PARTY (THE “INTERCREDITOR AGREEMENT”).**

**SECURITY AGREEMENT  
(Junior Secured Convertible Promissory Note)**

This Security Agreement (this “**Agreement**” or “**Security Agreement**”), dated as of September 29, 2023 (the “**Effective Date**”), is made by and among Karma Culture LLC, a New York limited liability company (“**Karma**”), Karma Beverage LLC, a New York limited liability company and a wholly-owned subsidiary of Karma (“**KB**”) and Karma Cap Company LLC, a New York limited liability company and a wholly-owned subsidiary of Karma (“**KCC**”) (Karma, KB and KCC are collectively referred to as the “**Grantors**” and individually referred to as a “**Grantor**”), in favor of CBV Ventures LLC, a Delaware limited liability company (the “**Secured Party**”).

**WHEREAS**, Karma has, simultaneously with the execution and delivery of this Agreement, entered into that certain Junior Secured Convertible Promissory Note, dated as of the date hereof, by and between Karma and the Secured Party (the “**Note**”);

**WHEREAS**, KB and KCC will substantially benefit from the proceeds of the Note; and

**WHEREAS**, this Agreement is given by the Grantors in favor of the Secured Party to secure the payment and performance of the Secured Obligations (as defined in Section 3 below).

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Secured Party hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Note. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the following meanings:

a. “**Accounts**,” “**Chattel Paper**,” “**Equipment**,” “**Fixtures**,” “**General Intangibles**,” “**Goods**,” “**Instruments**” and “**Inventory**” shall each have the meaning provided in the Code.

b. “**Code**” shall mean Chapter 9 of the Uniform Commercial Code of the State of New York as the same may be amended from time to time.

c. “**Event of Default**” shall have the meaning set forth in Section 6 hereof.

d. “**Intellectual Property**” shall mean all rights with respect to (a) all inventions (whether or not patented or patentable and whether or not reduced to practice) and industrial property, all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals,

extensions, and reexaminations thereof, (b) all mask work rights, database data, and copyrightable works, all copyrights, copyright applications, registrations, and renewals in connection therewith, and all moral rights, (c) all registered and unregistered trademarks, service marks, trade dress, domain names, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (d) all design rights, (e) all confidential and proprietary information, including, without limitation, confidential and proprietary know-how, trade secrets, processes, methodologies and procedures, (f) any other similar rights or intangible assets recognized under any laws or international conventions to which the United States is a member or signatory, including the Berne Convention, Universal Copyright Convention, Paris Convention, TRIPS, European Patent Convention, Patent Cooperation Treaty, Madrid Protocol, WIPO Copyright Treaty, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force, and (g) all copies and tangible embodiments of all of the foregoing (a) through (f) in any form or medium throughout the world.

## 2. **Grant of Security Interest.**

a. Subject to and subordinated only to the Intercreditor Agreement, for value received and as collateral security to secure the Secured Obligations, the Grantors hereby grant to the Secured Party a security interest, lien and mortgage in and to, and agree and acknowledge that the Secured Party has, and shall continue to have, a security interest, lien and mortgage in and to, all personal property of the Grantors, including, without limitation, those assets and properties of the Grantors of the types described below, wherever located, however arising or created, and whether now owned or existing or hereafter arising, created or acquired (the property described or referred to in subsections (i) through (xii) below hereinafter collectively referred to as the “**Collateral**”):

- i. all Accounts;
- ii. all Chattel Paper;
- iii. all Equipment;
- iv. all Fixtures;
- v. all Inventory and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Inventory;
- vi. all Goods;
- vii. all Instruments;
- viii. all Intellectual Property (excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications);

ix. all documents, Chattel Paper, Goods, moneys, securities drafts, and property of the Grantors and all of the Grantors' deposits (general or special), balances, sums, proceeds and credits with, and any of their claims against, the Secured Party, at any time existing together with the increases and profits received therefrom and the proceeds thereof, including insurance payable because of loss or damage thereto and all deposit accounts, as such term is defined in the Code;

x. all motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these;

xi. all books, records, files, computer programs, data processing records, computer software, documents and other information, property, or General Intangibles, at any time evidencing, describing, or pertaining to, and all containers and packages for, the property described or referred to in Sections 2(a)(i) through (x) above (the "**Books and Records**"); and

xii. all products and proceeds (as defined in the Code) of any of the property described in clauses (i) through (xi) in any form, and all proceeds of such proceeds, including, without limitation, all cash and credit balances, all payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims by any Grantor against third parties for loss or damage to, or destruction of, any of such property.

b. Notwithstanding the foregoing, this Security Agreement shall not constitute a grant of a security interest in, and the Collateral shall not include (collectively, the "Excluded Collateral"): (a) any property to the extent that such grant of security interest (i) is prohibited by any applicable law or regulation, (ii) requires a consent of any government authority pursuant to applicable law or regulation and such consent has not been obtained or (iii) is prohibited by, or constitutes a breach of or default under or would result in the termination of, or requires any consent not obtained under, any contract rights, license, authorization or franchise evidencing or giving rise to such property, (b) fixed or capital assets owned by any Grantor that are subject to a PMSI if the contractual obligation pursuant to which such PMSI is granted (or in the document providing for such capital lease) prohibits or requires the consent of any Person other than a Grantor as a condition to the creation of any other lien on such fixed or capital asset, (c) any accounts used exclusively for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of a Grantor, (d) any United States intent to use trademark applications, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent to use trademark application or the registration that may issue therefrom under applicable law, or (e) any rights or interest of any Grantor in any permit, license, contract or lease to the extent that (and in each case only for so long as) such grant of a security interest is prohibited by any applicable law with respect thereto or is prohibited under the terms of such permit, license, contract or lease (so long as such prohibition was not entered into in contemplation hereof), and such prohibition or restriction has not been

waived or the consent of the other party (other than such Grantor) to such permit, license, contract or lease has not been obtained.

3. **Secured Obligations.** The security interest and assignment of rights contained in this Agreement (collectively, the “**Security Interests**”) are granted to secure the payment and performance of the following obligations described or referred to in Sections 3(a) through (c) below (collectively, the “**Secured Obligations**”), in each case in accordance with the terms hereof:

a. any and all loans, advances (including, without limitation, future advances), indebtedness, interest, obligations and liabilities of the Grantors to the Secured Party evidenced by the Note;

b. all costs and expenses reasonably incurred by the Secured Party to enforce the security interest granted hereby and all other liens and security interests securing payment of the Secured Obligations, to collect the Secured Obligations and to maintain, preserve and collect the Collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, reasonable attorneys’ fees and legal expenses, rent, storage charges, advertising costs, brokerage fees and expenses of sale; and

c. all renewals, extensions and modifications of such indebtedness or any part thereof.

4. **Grantor’s Representations and Warranties.** The Grantor hereby represents and warrants to the Secured Party that:

a. Except as set forth herein, there is no financing statement or other document creating or evidencing a lien now on file in any public office covering any of the Collateral of the Grantors, or any lien or encumbrance on any of the Collateral of the Grantors, whether such Collateral be real or personal, tangible or intangible, or whether any of the Grantors is named, except for Permitted Liens;

b. the principal place of business of the Grantors is 30A Grove Street Pittsford, NY 14534 (the “**Principal Location**”);

c. the Collateral is located at those locations set forth on Schedule 1 hereto;

d. no dispute, right of setoff, counterclaim or defenses exist with respect to the Collateral or any part of the Collateral; and

e. all of the representations and warranties made by Karma in the Note are true and correct in all material respects (or, with respect to representations qualified by “in all material respects” or “Material Adverse Effect”, in all respects) as of the dates provided therein, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date).

5. **Grantors’ Covenant and Agreements.** The Grantors hereby covenant to the Secured Party and agree that, subject to the Intercreditor Agreement:

a. the Grantors shall, at their expense, make, procure, execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, or other instruments, certificates, assignments, passbooks and supplemental writings, and do and deliver all acts, things, writings and assurances as the Secured Party may from time to time require in order to comply with the Code, or any other applicable law, and to preserve and protect the security interest hereby granted. In the event, for any reason, that the Collateral, or any part thereof, becomes subject to the law of any jurisdiction to which it is not subject as of the Effective Date, the Grantors agree to execute and deliver all such instruments and to do all such other things as may be necessary or appropriate to preserve, protect and enforce the security interest or lien of the Secured Party, under the law of such other jurisdiction, to at least the same extent as such security interest would be protected under the Code;

b. until the termination of this Agreement, the Grantors will not execute and there will not be on file in any public office any financing statement or statements creating or evidencing a lien covering any of the Collateral, except: (i) the first priority security interest on all assets of the Grantors that the Grantors granted to Aegis Business Credit, LLC, a Florida limited liability company pursuant to that certain Loan and Security Agreement and Revolving Line of Credit Note, each dated as of June 29, 2021, as amended by that certain Amendment to Loan and Security Agreement and Revolving Line of Credit Promissory Note, dated as of May 3, 2023, extending a line of credit to the Grantors in an aggregate principal amount of up to \$3,500,000 (the “**Aegis Debt**”), (ii) upon written notice to the Secured Party, any financing statement granted pursuant to the terms of, and solely with respect to, the Replacement Debt (as defined in the Note), (iii) as may have been or may hereafter be granted to the Secured Party, (iv) as permitted by the terms of the Note, (v) liens granted to secure purchase money financing for subsequent purchases of personal property or equipment, or for capital leases, to be secured solely by the purchased items and the proceeds therefrom, (vi) liens for taxes or assessments or other governmental charges or levies, either not yet due and payable; (vii) pledges or deposits securing obligations under worker’s compensation, unemployment insurance, social security or public liability laws or similar legislation; (viii) pledges or deposits securing bids, tenders, contracts (other than contracts for the payment of money) or leases to which any Grantor is a party as lessee, in each case, made in the ordinary course of business; (iv) deposits securing public or statutory obligations of any Grantor; (ix) inchoate and unperfected workers’, mechanics’, or similar liens arising in the ordinary course of business so long as such Liens attach only to Equipment, fixtures or real estate; (x) carriers’, warehouseman’s’, suppliers’ or other similar possessory liens arising in the ordinary course of business, so long as such liens are subordinated to the security interest of the Secured Party pursuant to lien subordination or waiver agreements in favor of Secured Party, in form reasonably acceptable to Secured Party; or (xi) deposits of money securing, or in lieu of, surety, appeal or customs bonds in proceedings to which any Grantor is a party; (the foregoing, the “**Permitted Liens**”), and the Grantors further agree that they will keep the Collateral free from any lien, attachment, security interest, sequestration, encumbrance, or any other legal or equitable process, or any encumbrance of any kind or character, except as may be granted to the Secured Party or of which the Secured Party has actual knowledge and to which it otherwise consents in writing, or any Permitted Liens;

c. the Grantors shall keep the Collateral in good repair and condition, and shall use reasonable care to prevent the Collateral from being damaged or depreciated, in each case, ordinary wear and tear excepted;

d. during the continuation of any Event of Default, upon request of the Secured Party, the Grantors shall promptly at their expense: (i) deliver to the Secured Party, with appropriate endorsement or assignment, all Instruments, Chattel Paper, monies, checks, notes, drafts and other evidence of indebtedness, or other property in the nature of items of payment representing proceeds of any of the Collateral, or arising from an Account which are then in, or may thereafter come into, a Grantor's possession; provided, however, proceeds from the sale of property which has been replaced by new property of value equal to or greater than the value of the replaced property when new may be retained by the Grantors; and (ii) direct all parties obligated on any of the Collateral to make all payments due or to become due thereon directly to the Secured Party or to such other person or officer as may be specified by the Secured Party;

e. the Grantors shall perform, at their sole cost and expense, any and all steps, and shall pay the amount of all reasonable expenses necessary to obtain, preserve, perfect, defend and enforce the security interest in the Collateral and to preserve, defend, enforce and collect the Collateral;

f. none of the Collateral shall be removed from its present location or disposed of by the Grantors without the prior written consent of the Secured Party, except the Grantors may sell inventory, if any, in the ordinary course of business. All risk and liability for safekeeping of the Collateral shall at all times, either before or after possession thereof by the Secured Party, remain that of the Grantors;

g. the Grantors shall have and maintain insurance at all times with respect to the Collateral in such amounts, in such form and with such companies as is customary in Grantors' industry; provided, Grantors shall provide Secured Party with proof that such insurance is in effect promptly upon request from Secured Party. The Grantors shall bear the risk of loss to the extent of any deficiency in any effective insurance coverage with respect to loss or damage to the Collateral or any of the Collateral;

h. the Grantors shall indemnify and hold the Secured Party harmless from and against any and all present and future claims, liabilities and damages arising in connection with this Agreement, the Note, the Secured Obligations, or the Collateral, and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Secured Party in respect thereof except for any of the foregoing arising solely out of the gross negligence or willful misconduct of the Secured Party, or breach of this Agreement by Secured Party;

i. the Grantors will immediately notify the Secured Party (i) of any change in a Grantor's principal place of business or chief executive office or (ii) upon a Grantor's becoming aware of the occurrence of any Event of Default (as defined in Section 6); and

j. the Grantors will not use the Collateral illegally and, whenever any of the Collateral includes obligations of third parties to a Grantor, such Collateral shall conform in all respects to the applicable requirements of any state or federal consumer credit law and the Grantors shall hold the Secured Party harmless and indemnify the Secured Party for any costs, losses or expenses incurred by the Secured Party, including, without limitation, attorneys' fees, arising from any illegality in connection with the Collateral.



6. **Events of Default.** The Grantors shall be in default under this Agreement upon the occurrence of any Event of Default as defined in the Note (each hereinafter called an “**Event of Default**”).

7. **The Secured Party’s Rights and Remedies.**

a. Subject to the restrictions set forth in Section 5 of the Note and the Intercreditor Agreement, the Secured Party, at any time, after and during the continuance of an Event of Default:

i. may require the Grantors to deposit in a special account at a bank to be designated by the Secured Party in the name of the Secured Party and styled “Collateral Account” any and all payments received by a Grantor with respect to the Collateral. Funds in such account are hereby assigned to the Secured Party and shall be impressed with the lien hereof to secure the Secured Obligations;

ii. may, at the sole option of the Secured Party, discharge taxes, liens and interest, perform or cause to be performed, for and on behalf of a Grantor, any actions and conditions, obligations or covenants which a Grantor has failed or refused to perform, and may pay for the repair, maintenance or preservation of any of the Collateral, and may do all other things deemed necessary by the Secured Party to perfect the security interest granted hereby and to preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, and may exercise all rights of the Grantors in the Collateral, and each of the Grantors hereby appoints the Secured Party its attorney-in-fact for such purposes, and all sums expended therefor, including, but not limited to, reasonable attorneys’ fees, court costs, agents’ fees or commissions, or any other costs or expenses, shall become a part of the Secured Obligations, shall bear interest from the date of payment at the interest rate set forth in the Note and shall be payable at the place designated for payment of the Secured Obligations and shall be secured by this Security Agreement; and

iii. may, in its sole discretion, require the Grantors to give possession or control of any of the Grantor’s Collateral to the Secured Party; endorse as each of the Grantor’s agent any instruments, documents, or accounts relating to the Collateral; contact the Grantors directly to verify accounts; notify the Grantors and any other parties liable under the Collateral to make payment directly to the Secured Party; take control of the Collateral or proceeds thereof, including, without limitation, stock or cash dividends or stock splits, and use cash proceeds to reduce any part of the Secured Obligations; exchange any of the Collateral for any other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms as the Secured Party may determine; and may require the Grantors to use their best efforts to cause the issuer of the Collateral to register any or all of the Collateral under applicable securities laws, at the expense of the Grantors or such issuer.

b. In the event of the occurrence and continuation of any Event of Default, the Secured Party may, at its option, upon written notice to the Grantors, in addition to the rights and remedies

provided in Section 7(a), without demand, presentment, or any other notice (which are fully waived), but subject to the Intercreditor Agreement:

i. declare the entire unpaid balance of the principal of the Secured Obligations to be in default and immediately due and payable, together with all accrued and unpaid interest thereon, reasonable attorneys' fees and all other collection charges;

ii. in addition to the rights and remedies provided in this Agreement, or in any other agreement, instrument or undertaking executed by a Grantor, but subject in all cases to the restrictions set forth in Section 5 of the Note, invoke the rights and remedies of a secured party under the Code and any and all other laws;

iii. subject to the restrictions set forth in Section 5 of the Note, take possession and dispose of all or any portion of the Collateral, at public or private sale, as a unit or in parcels, upon any terms and prices and in any order, free from any claim or right of any kind including any equity of redemption of the Grantors, ANY SUCH DEMAND, RIGHT OR EQUITY BEING EXPRESSLY WAIVED AND RELEASED; and for such purpose the Secured Party may maintain all or any part of the Collateral on a Grantor's premises for such period of time as may be reasonably necessary without any charge whatsoever. Upon the Secured Party's demand, the Grantors will take all steps necessary to prepare the Collateral (including, without limitation, making any repairs to the Collateral requested by the Secured Party) for and otherwise assist in any proposed disposition of the Collateral; and assemble the Collateral and make it available to the Secured Party at a reasonably convenient location. Any disposition of the Collateral under this Section 7(b)(iii) may be made by way of one or more contracts and at any such disposition it shall not be necessary to exhibit the Collateral.

c. In addition, and subject to the Intercreditor Agreement:

i. the Secured Party shall not be liable for any act or omission on the part of the Secured Party, its officers, agents, or employees, except for its or their gross negligence or willful misconduct or breach of this Agreement. All rights and remedies of the Secured Party hereunder are cumulative and may be exercised singularly or concurrently. The exercise of any right or remedy will not be a waiver of any other;

ii. the rights, titles, interests, liens and securities of the Secured Party hereunder shall be cumulative of all of the securities, rights, titles, interests or liens which the Secured Party may now or at any time hereafter hold securing the payment of the Secured Obligations, or any part thereof;

iii. subject to Section 5 of the Note, the Secured Party is hereby expressly authorized to apply by appropriate judicial proceedings for appointment of a receiver for the Collateral, or any part thereof, and the Grantors hereby expressly consent to any such appointment; and

iv. the Secured Party shall be entitled to apply the proceeds of any sale or other disposition of the Collateral, and the payments received by the Secured Party with respect to any of the Collateral, first to the payment of all its reasonable expenses, including

attorneys' fees and legal expenses, incurred in holding and preparing the Collateral, or any part thereof, for sale or other disposition, in arranging for such sale or other disposition, and in actually selling the same, and next toward payment of the balance of the Secured Obligations in such order and manner as the Secured Party in its sole discretion may deem advisable. If the proceeds are not sufficient to pay the Secured Obligations in full, the Grantors shall remain liable for any deficiency.

8. **Release of Security Agreement.** Upon payment in full of the Secured Obligations or conversion of the Note into Conversion Units (as defined in the Note), this Security Agreement shall terminate and the Secured Party shall take, at the Grantors' cost and expense, such actions as may be reasonably necessary to terminate the security interest created hereby and pursuant to the Note.

9. **Miscellaneous.**

a. This Agreement shall be governed by the internal law of the State of New York without regard to any conflicts of laws provisions that would require the application of the laws of any other state. The parties hereto each (i) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts in the State of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state and federal courts in the State of New York, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

b. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE NOTE OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE NOTE, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

c. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, representatives, administrators, successors and assigns. This Agreement may only be assigned by the Secured Party to those persons who are permitted

assignees of the Secured Party under the Note, and to whom the Note is assigned by the Secured Party in accordance with the Note.

d. Any notice of sale, disposition or other action by the Secured Party required by the Code and sent to the Grantors, at least ten (10) days prior to such action, shall constitute reasonable notice to the Grantors. Any notice herein required or permitted to be given shall be in writing and delivered personally, via email (with respect to communications given to the Grantors only), overnight priority U.S. mail or a nationally recognized overnight courier, and deemed delivered the first business day following the date of mailing if not delivered personally or via email (with respect to communications given to the Grantors only):

*If to Grantors:* Karma Culture LLC  
30A Grove Street  
Pittsford, NY 14534  
Attention: Carl J. Rapp, CEO

*With a copy to:* Woods Oviatt Gilman LLP  
1900 Bausch & Lomb Place  
Rochester, NY 14614  
Attention: Gordon E. Forth, Esq.

*If to the Secured Party:* At the address indicated for the Secured Party on the signature page of this Agreement.

*With a copy to:* Mark D. Buri  
VP, Deputy General Counsel  
Constellation Brands, Inc.  
207 High Point Drive, Building 100  
Victor, New York 14564

*And a copy to:* Nixon Peabody LLP  
1300 Clinton Square  
Rochester, NY, 14604  
Attention: Eric T. Tanck, Esq.

Notwithstanding anything to the contrary herein, no notice delivered to the Secured Party by email shall be deemed to have been effectively given or made for the purposes of this Agreement.

e. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Secured Party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

f. Any term of this Agreement may be amended, terminated or waived only with the written consent of the parties hereto.

g. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

h. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

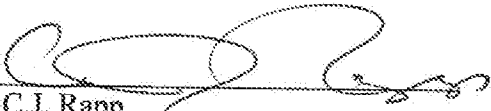
i. This Agreement and any exhibits or other documents referred to herein, including, without limitation, the Note, constitute the complete understanding of the parties hereto with respect to the subject matter referred to herein and shall supersede all prior or contemporaneous negotiations, promises, covenants, agreements or representations of every nature whatsoever with respect thereto, all of which have become merged and finally integrated into this Security Agreement. Each of the parties hereto understands that in the event of any subsequent litigation, controversy or dispute concerning any of the terms, conditions or provisions of this Agreement, neither shall be permitted to offer or introduce any oral evidence concerning any oral promises or oral agreements between the parties hereto relating to the subject matter of this Security Agreement not included or referred to herein and not reflected by a writing signed by the Secured Party.

**[SIGNATURE PAGE FOLLOWS]**


IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement on the date first written above.

**GRANTORS:**

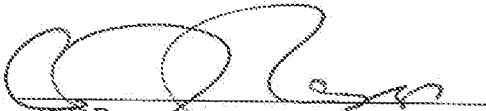
KARMA CULTURE LLC

By:   
Name: C.J. Rapp  
Title: CEO

KARMA BEVERAGE LLC

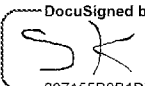
By:   
Name: C.J. Rapp  
Title: CEO

KARMA CAP COMPANY LLC

By:   
Name: C.J. Rapp  
Title: CEO

**SECURED PARTY:**

CBV VENTURES LLC

By:   
Name: Steven King  
Title: Vice President

Address: CBV Ventures LLC  
207 High Point Drive, Building 100  
Victor, New York 14564  
Attention: Steven King

*[Signature Page to Security Agreement]*

**SCHEDULE 1**

**LOCATIONS OF COLLATERAL**

<b>Street and Mailing Address</b>	<b>County</b>	<b>Owned, Leased or Third Party</b>	<b>Name and address of Lessor or Third Party, as applicable</b>
30A Grove St. Pittsford, NY 14534	Monroe County, NY	Owned	N/A
1667 Emerson St. Rochester, NY 14606	Monroe County, NY	Third Party Contract Manufacturer	Atalys (cap manufacturer)
701 Corporation Park Scotia, NY 12302	Schenectady County, NY	Third Party Contract Manufacturer	Adirondack Beverages (ADK)
RJW Logistics, LLC & Distribution, LLC	Various	Third Party	RJW Warehouse, LLC Lockbox #235204 PO Box 85204 Chicago, IL 60689-5204

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