

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cirkul, Inc.		12/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	6400 Los Colinas Boulevard		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5675703	CIRKUL	
Registration Number:	5628330	FITSIP	
Registration Number:	5633361	LIFESIP	
Registration Number:	5675979	GOSIP	
Registration Number:	5611410	YOUR WATER. YOUR WAY.	
Registration Number:	5783028	PURESIP	
Registration Number:	6436688	TEASIP	
Registration Number:	6021605	BREWSIP	
Registration Number:	5878002	INNER CIRKUL	
Registration Number:	6991986	SIP	
Registration Number:	6329532	STAGE	
Registration Number:	6290252	FISSION	
Registration Number:	6974880	FLOW	
Registration Number:	6623263	FLORIDA MAN	
Registration Number:	6623270	BLUE MAGIC	
Registration Number:	6623271	NOCTURNAL	
Registration Number:	6623260	SEND IT	
Registration Number:	7094229	JACKPOT	
Registration Number:	7013314	E.T.	

CH \$665.00 5675703

Property Type	Number	Word Mark
Registration Number:	7063469	WATER, JUST RIGHT
Registration Number:	6861244	FINALLY, WATER IS YOUR FAVORITE BEVERAGE
Registration Number:	7027532	GATEWAY TEA
Registration Number:	7094800	SQUEEZE LEMONADE
Registration Number:	7204649	FLVRLAB
Serial Number:	97919262	SHOCK SLEEVE
Serial Number:	97919253	SIP SAFE

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/11/2023

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of December 11, 2023, is made by Cirkul, Inc., a Delaware corporation (the "Borrower"), each of the Borrower's wholly-owned Material Domestic Subsidiaries party from time to time hereto (together with the Borrower, the "Grantors" and each, a "Grantor"), and Citibank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 11, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and the Administrative Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby

acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Notice may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

CIRKUL, INC., as a Grantor

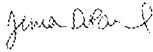
By: 

Name: William Horton

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: Jenna DuPaul
Title: Authorized Signatory

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner/Assignee of Record	Title	Reg. No.	Trademark Jurisdiction	Registration Date
Cirkul, Inc.	CIRKUL	5675703	US	2/12/19
Cirkul, Inc.	FITSIP	5628330	US	12/11/18
Cirkul, Inc.	LIFESIP	5633361	US	12/18/18
Cirkul, Inc.	GOSIP	5675979	US	2/12/19
Cirkul, Inc.	YOUR WATER. YOUR WAY.	5611410	US	11/20/18
Cirkul, Inc.	PURESIP	5783028	US	6/18/19
Cirkul, Inc.	TEASIP	6436688	US	8/3/21
Cirkul, Inc.	BREWSIP	6021605	US	3/31/20
Cirkul, Inc.	INNER CIRKUL	5878002	US	10/8/19
Cirkul, Inc.	SIP	6991986	US	2/28/23
Cirkul, Inc.	STAGE	6329532	US	4/20/21
Cirkul, Inc.	FISSION	6290252	US	3/9/21
Cirkul, Inc.	FLOW	6974880	US	2/7/23
Cirkul, Inc.	FLORIDA MAN	6623263	US	1/18/22
Cirkul, Inc.	BLUE MAGIC	6623270	US	1/18/22
Cirkul, Inc.	NOCTURNAL	6623271	US	1/18/22
Cirkul, Inc.	SEND IT	6623260	US	1/18/22
Cirkul, Inc.	JACKPOT	7094229	US	6/27/23
Cirkul, Inc.	E.T.	7013314	US	3/28/23
Cirkul, Inc.	WATER, JUST RIGHT	7063469	US	5/23/23
Cirkul, Inc.	FINALLY, WATER IS YOUR FAVORITE BEVERAGE	6861244	US	9/27/22
Cirkul, Inc.	GATEWAY TEA	7027532	US	4/11/23
Cirkul, Inc.	SQUEEZE LEMONADE	7094800	US	6/27/23
Cirkul, Inc.	FLVRLAB	7204649	US	10/31/23

2. TRADEMARK APPLICATIONS

Owner/Assignee of Record	Title	Application No.	Country	Application Date
Cirkul, Inc.	SHOCK SLEEVE	97919262	US	5/3/23
Cirkul, Inc.	SIP SAFE	97919253	US	5/3/23