

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1841

|   |                                  |                       |                         |
|---|----------------------------------|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                   |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | Security Agreement               |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |                                  |                       |                         |
| <b>Name</b>   | <b>Formerly</b>                  | <b>Execution Date</b> | <b>Entity Type</b>      |
| Klean Kanteen, Inc.   |                                  | 01/31/2024            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |                                  |                       |                         |
| <b>Company Name:</b>  | CONTEXT CREDIT HOLDINGS, LP      |                       |                         |
| <b>Street Address:</b>  | One Belmont Avenue               |                       |                         |
| <b>Internal Address:</b>  | Suite 630                        |                       |                         |
| <b>City:</b>  | Bala Cynwyd                      |                       |                         |
| <b>State/Country:</b>   | PENNSYLVANIA                     |                       |                         |
| <b>Postal Code:</b>   | 19004                            |                       |                         |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE    |                       |                         |
| <b>PROPERTY NUMBERS Total: 7</b>  |                                  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                    | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3642676                          | KLEAN KANTEEN         |                         |
| <b>Registration Number:</b>   | 3141907                          | KLEAN KANTEEN         |                         |
| <b>Registration Number:</b>   | 5041845                          | BRING YOUR OWN        |                         |
| <b>Registration Number:</b>   | 4844633                          | CUP KARMA             |                         |
| <b>Registration Number:</b>   | 5746415                          | KLEAN COAT            |                         |
| <b>Registration Number:</b>   | 4841551                          | #BRINGYOUROWN         |                         |
| <b>Registration Number:</b>   | 3710695                          | KID KANTEEN           |                         |
| <b>CORRESPONDENCE DATA</b>  |                                  |                       |                         |
| <b>Fax Number:</b>  |                                  |                       |                         |
| <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>   | 8007130705                       |                       |                         |
| <b>Email:</b>   | Michael.Violet@wolterskluwer.com |                       |                         |
| <b>Correspondent Name:</b>  | Michael Violet                   |                       |                         |
| <b>Address Line 1:</b>  | 4400 Easton Commons Way          |                       |                         |
| <b>Address Line 2:</b>  | Suite 125                        |                       |                         |
| <b>Address Line 4:</b>  | Columbus, OHIO 43219             |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Michael Violet                   |                       |                         |
| <b>SIGNATURE:</b>   | Michael Violet                   |                       |                         |

OP \$190.00.00 3642676

**DATE SIGNED:**

02/06/2024

**Total Attachments: 9**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Klean Kanteen, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: CA  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 31, 2024

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CONTEXT CREDIT HOLDINGS, LP

Street Address: One Belmont Avenue, Suite 630

City: Bala Cynwyd

State: PA

Country: USA Zip: 19004

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship Delaware  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached Schedule 1(b)

B. Trademark Registration No.(s)

See attached Schedule 1(b)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule 1(b)

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Brendan Shaw

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: (212) 905-3623

Docket Number: \_\_\_\_\_

Email Address: bshaw@otterbourg.com

### 6. Total number of applications and registrations involved:

7

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_ /s/Brendan Shaw

2/1/2024

Signature

Date

Brendan Shaw

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of January 31, 2024, by KLEAN KANTEEN, INC., a California corporation (“Grantor”) in favor of CONTEXT CREDIT HOLDINGS, LP, a Delaware limited liability partnership (together with its successors and assigns, “Lender”):

### W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, through the Loan Agreement, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor’s entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(a) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”, respectively) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Copyright or Patent, or (ii) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. GOVERNING LAW; JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 9.9, 9.10, AND 9.11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

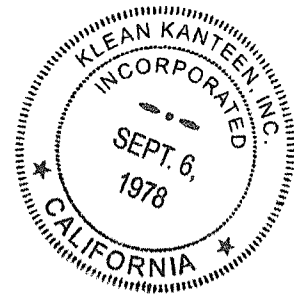
5. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 9.7 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

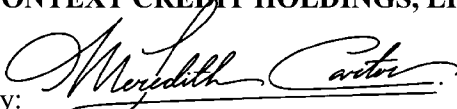
**KLEAN KANTEEN, INC.**

By: Gordon Smith (SEAL)  
Name: Gordon Smith  
Title: Vice President of Finance



Agreed and Accepted  
as of the date first written above:

**CONTEXT CREDIT HOLDINGS, LP**

By:  (SEAL)  
Name: Meredith L. Carter  
Its: President and Chief Executive Officer

SCHEDULE 1

(a) Patents and Patent Licenses

| <u>Owner</u>        | <u>Title</u>                                     | <u>Registration Number</u>                             | <u>Date Filed</u> | <u>Issue Date</u> | <u>Granting Jurisdiction</u> |
|---------------------|--|--|-------------------|-------------------|------------------------------|
| Klean Kanteen, Inc. | VENTILATED LID FOR INSULATED CONTAINER           | Application No.: 16/913,844<br>Patent No.: 11591139    | 06/26/2020        | 02/28/2023        | USA                          |
| Klean Kanteen, Inc. | VACUUM SEALED LID INSERT FOR INSULATED CONTAINER | Application No.: 16/245,674<br>Patent No.: 11191392    | 01/11/2019        | 12/07/2021        | USA                          |
| Klean Kanteen, Inc. | BEVERAGE CONTAINER CAP                           | Application No.: 29/694,525<br>Patent No.: D920034     | 06/11/2019        | 05/25/2021        | USA                          |
| Klean Kanteen, Inc. | VENTILATED LID FOR INSULATED CONTAINER           | Application No.: 16/913,844<br>Patent No.: 20200407123 | 06/26/2020        | 12/31/2020        | USA                          |
| Klean Kanteen, Inc. | BEVERAGE CONTAINER CUP                           | Application No.: 29/673,160<br>Patent No.: D894670     | 12/12/2018        | 09/01/2020        | USA                          |
| Klean Kanteen, Inc. | BEVERAGE CONTAINER CAP                           | Application No.: 29/662,767<br>Patent No.: D891858     | 09/07/2018        | 08/04/2020        | USA                          |
| Klean Kanteen, Inc. | CONTAINER SET                                    | Application No.: 29/673,163<br>Patent No.: D891879     | 12/12/2018        | 08/04/2020        | USA                          |
| Klean Kanteen, Inc. | CUP FOR FLUID CONTAINER                          | Application No.: 29/628,379<br>Patent No.: D885835     | 12/04/2017        | 06/02/2020        | USA                          |
| Klean Kanteen, Inc. | BEVERAGE CONTAINER CAP                           | Application No.: 29/662,771<br>Patent No.: D883735     | 09/07/2018        | 05/12/2020        | USA                          |



| <u>Owner</u>        | <u>Title</u>                                     | <u>Registration Number</u>                             | <u>Date Filed</u> | <u>Issue Date</u> | <u>Granting Jurisdiction</u> |
|---------------------|--|--|-------------------|-------------------|------------------------------|
| Klean Kanteen, Inc. | CANISTER   | Application No.: 29/633,351<br>Patent No.: D879564     | 01/12/2018        | 03/31/2020        | USA                          |
| Klean Kanteen, Inc. | FLUID CONTAINER WITH CAP AND CUP                 | Application No.: 29/628,376<br>Patent No.: D871844     | 12/04/2017        | 01/07/2020        | USA                          |
| Klean Kanteen, Inc. | BEVERAGE CONTAINER                               | Application No.: 29/633,350<br>Patent No.: D856087     | 01/12/2018        | 08/13/2019        | USA                          |
| Klean Kanteen, Inc. | VACUUM SEALED LID INSERT FOR INSULATED CONTAINER | Application No.: 16/245,674<br>Patent No.: 20190216264 | 01/11/2019        | 07/18/2019        | USA                          |
| Klean Kanteen, Inc. | CUP FOR FLUID CONTAINER                          | Application No.: 29/628,383<br>Patent No.: D853789     | 12/04/2017        | 07/16/2019        | USA                          |
| Klean Kanteen, Inc. | CAP FOR FLUID CONTAINER                          | Application No.: 29/628,381<br>Patent No.: D853183     | 12/04/2017        | 07/09/2019        | USA                          |
| Klean Kanteen, Inc. | BEVERAGE CONTAINER CAP                           | Application No.: 29/633,343<br>Patent No.: D853182     | 01/12/2018        | 07/09/2019        | USA                          |
| Klean Kanteen, Inc. | BEVERAGE CONTAINER                               | Application No.: 29/633,348<br>Patent No.: D844385     | 01/12/2018        | 04/02/2019        | USA                          |
| Klean Kanteen, Inc. | CONTAINER SEALING ASSEMBLY                       | Application No.: 15/808,502<br>Patent No.: 10220990    | 11/09/2017        | 03/05/2019        | USA                          |
| Klean Kanteen, Inc. | CAP FOR FLUID CONTAINER                          | Application No.: 29/628,378<br>Patent No.: D841393     | 12/04/2017        | 02/26/2019        | USA                          |
| Klean Kanteen, Inc. | COFFEE DRIPPER                                   | Application No.: 29/633,346<br>Patent No.: D841395     | 01/12/2018        | 02/26/2019        | USA                          |

| <u>Owner</u>        | <u>Title</u>   | <u>Registration Number</u>                             | <u>Date Filed</u> | <u>Issue Date</u> | <u>Granting Jurisdiction</u> |
|---------------------|--|--|-------------------|-------------------|------------------------------|
| Klean Kanteen, Inc. | CONTAINER SEALING ASSEMBLY   | Application No.: 15/808,502<br>Patent No.: 20180065784 | 11/09/2017        | 03/08/2018        | USA                          |
| Klean Kanteen, Inc. | CONTAINER SEALING ASSEMBLY   | Application No.: 14/932,836<br>Patent No.: 9815600     | 11/04/2015        | 11/14/2017        | USA                          |
| Klean Kanteen, Inc. | INSULATED VESSEL   | Application No.: 29/544,329<br>Patent No.: D800503     | 11/02/2015        | 10/24/2017        | USA                          |
| Klean Kanteen, Inc. | BOTTLE WITH CLOSURE  | Application No.: 29/494,388<br>Patent No.: D794460     | 06/19/2014        | 08/15/2017        | USA                          |
| Klean Kanteen, Inc. | BOTTLE WITH CLOSURE  | Application No.: 29/494,384<br>Patent No.: D784146     | 06/19/2014        | 04/18/2017        | USA                          |
| Klean Kanteen, Inc. | CONTAINER AND CONTAINER LID ASSEMBLY WITH A REMOVABLE SEALING GASKET | Application No.: 14/298,340<br>Patent No.: 9394083     | 06/06/2014        | 07/19/2016        | USA                          |
| Klean Kanteen, Inc. | CONTAINER SEALING ASSEMBLY   | Application No.: 14/932,836<br>Patent No.: 20160122090 | 11/04/2015        | 05/05/2016        | USA                          |
| Klean Kanteen, Inc. | LID ASSEMBLY FOR A DRINKING VESSEL                                   | Application No.: 29/458,060<br>Patent No.: D727681     | 06/14/2013        | 04/28/2015        | USA                          |
| Klean Kanteen, Inc. | CONTAINER AND CONTAINER LID ASSEMBLY WITH A REMOVABLE SEALING GASKET | Application No.: 14/298,340<br>Patent No.: 20140361027 | 06/06/2014        | 12/11/2014        | USA                          |

(b) Trademarks and Trademark Licenses

| <u>Owner</u>        | <u>Mark</u>    | <u>File Date</u> | <u>Serial #</u> | <u>Registration Date</u> | <u>Registration #</u> |
|---------------------|----------------|------------------|-----------------|--------------------------|-----------------------|
| KLEAN KANTEEN, INC. | KLEAN KANTEEN  | Oct. 22, 2008    | 77598520        | Jun. 23, 2009            | 3642676               |
| KLEAN KANTEEN, INC. | KLEAN KANTEEN  | Oct. 10, 2005    | 78730304        | Sep. 12, 2006            | 3141907               |
| KLEAN KANTEEN, INC. | BRING YOUR OWN | Nov. 26, 2014    | 86466050        | Sep. 13, 2016            | 5041845               |
| KLEAN KANTEEN, INC. | CUP KARMA      | Mar. 05, 2015    | 86554722        | Nov. 03, 2015            | 4844633               |
| KLEAN KANTEEN, INC. | KLEAN COAT     | Sep. 05, 2017    | 87596885        | May 07, 2019             | 5746415               |
| KLEAN KANTEEN, INC. | #BRINGYOUROWN  | Jun. 09, 2015    | 86656393        | Oct. 27, 2015            | 4841551               |
| KLEAN KANTEEN, INC. | KID KANTEEN    | Dec. 30, 2008    | 77641581        | Nov. 10, 2009            | 3710695               |

(c) Copyrights and Copyright Licenses

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