

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI21223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juice Tyme, LLC		02/05/2024	Limited Liability Company: DELAWARE
Sunny Sky Products, LLC		02/05/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BMO BANK N.A. (f/k/a BMO HARRIS BANK N.A.)		
Street Address:	320 South Canal Street, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3812295	100% CRUSHED	
Registration Number:	3087206	BIO BAR	
Registration Number:	2216470	DR. SMOOTHIE	
Registration Number:	3214815	DR. SMOOTHIE	
Registration Number:	3244953	CAFE ESSENTIALS	
Registration Number:	4358096	DR. SMOOTHIE CRUSHED	
Registration Number:	5692569	DR. SMOOTHIE REFRESHERS	
Registration Number:	2266458	JUICE TYME	
Registration Number:	2156857	PARADISE FROST	
Registration Number:	5074546	BEVOLUTION	
Registration Number:	5074548	BEVOLUTION	
Registration Number:	3741226	BEVOLUTION	
Registration Number:	4481748	COCO TROPICS	
Registration Number:	2794816	EL LORO	
Registration Number:	2631021	LEMON-X	
Registration Number:	2866649		
Registration Number:	4963362	TIKI TROPICS	

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Property Type	Number	Word Mark
Registration Number:	3463709	TROPICS
Registration Number:	5167283	BEVOLUTION
Registration Number:	3700448	BEVOLUTION
Registration Number:	5167919	REFRASIA
Registration Number:	3231538	GARDEN ACRES
Registration Number:	2860135	LEMON-X BIB
Registration Number:	2860136	LEMON-X THE BARTENDERS MIX

CORRESPONDENCE DATA

Fax Number:

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: 2127288000

Email: IPDocketing@willkie.com

Correspondent Name: Matthew S. Makover

Address Line 1: 787 Seventh Avenue

Address Line 4: New York , NEW YORK 10019

NAME OF SUBMITTER:	HEATHER SCHNEIDER
SIGNATURE:	HEATHER SCHNEIDER
DATE SIGNED:	02/12/2024

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of February 5, 2024, between each signatory hereto (the “Grantors” and, each individually, a “Grantor”) in favor of BMO BANK N.A. (f/k/a BMO HARRIS BANK N.A.), as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of December 23, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, exclusive licensee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 2 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, Register of Copyrights of the United States and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

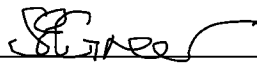
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.


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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


Juice Tyme, LLC,
as Grantor

By: 
Name: Shireen Greer
Title: Chief Financial Officer

Sunny Sky Products, LLC,
as Grantor

By: 
Name: Shireen Greer
Title: Chief Financial Officer

BMO BANK N.A. (f/k/a as BMO HARRIS BANK
N.A.),
as Collateral Agent

By: 
Name: Dan Weeks
Title: Managing Director

SCHEDULE 1

UNITED STATES TRADEMARKS:

Mark	Jurisdiction	App. No.	App Date	Reg. No.	Reg. Date	Record Owner
100% CRUSHED	US	77/713,822	04/14/2009	3812295	06/29/2010	Sunny Sky Products, LLC
BIO BAR	US	78/454,426	07/21/2004	3087206	05/02/2006	Sunny Sky Products, LLC
DR. SMOOTHIE	US	75/422,155	01/23/1998	2216470	01/05/1999	Sunny Sky Products, LLC
DR. SMOOTHIE	US	78/628,669	05/12/2005	3214815	03/06/2007	Sunny Sky Products, LLC
CAFÉ ESSENTIALS	US	78/937,347	07/25/2006	3244953	05/22/2007	Sunny Sky Products, LLC
DR. SMOOTHIE CRUSHED	US	85/789,811	11/28/2012	4358096	06/25/2013	Sunny Sky Products, LLC
DR. SMOOTHIE REFRESHERS	US	87/506,244	06/26/2017	5692569	03/05/2019	Sunny Sky Products, LLC
JUICE TYME	US	75/405,220	12/15/1997	2266458	08/03/1999	Sunny Sky Products, LLC
PARADISE FROST	US	75/297,644	05/23/1997	2156857	05/12/1998	Sunny Sky Products, LLC
BEVOLUTION	US	86/717,589	08/06/2015	5074546	11/01/2016	Sunny Sky Products, LLC
BEVOLUTION	US	86/717,601	08/06/2015	5074548	11/01/2016	Sunny Sky Products, LLC
BEVOLUTION	US	78/807,303	02/04/2006	3741226	01/19/2010	Sunny Sky Products, LLC
COCO TROPICS	US	85/601,542	04/18/2012	4481748	02/11/2014	Sunny Sky Products, LLC
EL LORO	US	78/184,349	11/12/2002	2794816	12/16/2003	Sunny Sky Products, LLC
LEMON-X	US	76/279,531	07/02/2001	2631021	10/08/2002	Sunny Sky Products, LLC
Moon Design	US	78/215,012	02/14/2003	2866649	07/27/2004	Sunny Sky Products, LLC
TIKI TROPICS	US	86/750,005	09/08/2015	4963362	05/24/2016	Sunny Sky Products, LLC
TROPICS	US	77/210,507	06/20/2007	3463709	07/08/2008	Sunny Sky Products, LLC
BEVOLUTION	US	86/717,594	08/06/2015	5167283	03/21/2017	Sunny Sky Products, LLC
BEVOLUTION	US	78/981,174	02/04/2006	3700448	10/20/2009	Sunny Sky Products, LLC

Mark	Jurisdiction	App. No.	App Date	Reg. No.	Reg. Date	Record Owner
REFRASIA	US	86/887,600	01/27/2016	5167919	03/21/2017	Sunny Sky Products, LLC
GARDEN ACRES	US	78/739,689	10/25/2005	3231538	04/17/2007	Sunny Sky Products, LLC
LEMON-X BIB and Design	US	78/214,991	02/14/2003	2860135	07/06/2004	Sunny Sky Products, LLC
LEMON-X THE BARTENDERS MIX and Design	US	78/215,006	02/14/2003	2860136	07/06/2004	Sunny Sky Products, LLC

SCHEDULE 2

UNITED STATES COPYRIGHTS:

Title	Copyright Number	Reg. Date	Owner
Juice Tyme. (Logo)	VA0000834717	1995-06-12	Juice Tyme, LLC
Juice Tyme. (Logo)	VA0000834716	1995-06-12	Juice Tyme, LLC