

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI72325

<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>
HOP WTR INC.		03/05/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	East West Bank		
<b>Street Address:</b>	135 North Los Robles Avenue		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88829773	HOP WTR	
<b>Serial Number:</b>	90465725	H.O.P.	
<b>Serial Number:</b>	90465138	H.O.P. HEALTHY ON PURPOSE	
<b>Serial Number:</b>	90465032	HOP WTR THE HEALTHY ALTERNATIVE TO BEER	
<b>Serial Number:</b>	90458933	THE HEALTHY ALTERNATIVE TO BEER	
<b>Registration Number:</b>	7026827	H.O.P. HOPPY ON PURPOSE	
<b>Registration Number:</b>	6937727	HOPPY ON PURPOSE	
<b>Serial Number:</b>	90694524	HOPPY ON PURPOSE	
<b>Serial Number:</b>	90891858	HOPS FOR ALL.	
<b>Serial Number:</b>	97429113	SUMMER STATE	
<b>Serial Number:</b>	97604746	SUMMER STATE HOP WTR	
<b>Serial Number:</b>	97604918	HOPWTR	
<b>Serial Number:</b>	97604973	CLASSIC HOP WTR SPARKLING HOP WATER CRAFTED WITH ADAPTOGENS AND NOOTROPICS	
<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>			

OP \$340.00.00 88829773

**Phone:** 8007130755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** Michael Violet  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Michael Violet

**SIGNATURE:** Michael Violet

**DATE SIGNED:** 03/05/2024

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented and otherwise modified from time to time, this “Agreement”) is made as of March 5, 2024, by each of the entities set forth on the signature pages hereto (collectively, the “Grantors” and each individually, a “Grantor”), in favor of EAST WEST BANK, a California banking corporation (“Lender”).

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) among HOP WTR INC., a Delaware corporation (“HOP WTR” and together with any other Person joined thereto as a borrower from time to time after the Closing Date, collectively, the “Borrowers,” and each individually, a “Borrower”), and Lender, Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Lender, for the benefit of the Lender, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Lender for its benefit, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including, without limitation, those referred to on Schedule 1 hereto;

(b) all of such Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including, without limitation, those referred to on Schedule 1 hereto;

(c) all of such Grantor’s trademarks, trademark applications, service marks, trade names and mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the

payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Lender, or any of them pursuant to the Loan Agreement.

4. **LOAN AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** Each Grantor hereby represents and warrants to, and agrees with Lender as follows: (A) Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof and (B) other than the Liens granted to Lender hereunder, such Grantor has not granted any Liens on any of its IP Collateral to any other Person (other than any Permitted Liens).

6. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Lender with respect to any new IP Collateral material to the Business. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule 1 to include any new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Lender's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. **GOVERNING LAW.** This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of California, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


9. **CONSTRUCTION.** Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank]

Each of the parties has signed this Agreement as of the day and year first above written.

GRANTOR:

**HOP WTR INC.,**  
a Delaware corporation

By:   
Name: Jordan Bass  
Title: Chief Executive Officer

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

#	Trademark	Application Serial # / Registration #	Application / Registration Date
1.	HOP WTR	SN: 88829773	March 11, 2020
2.	H.O.P.	SN: 90465725	January 14, 2021
3.	H.O.P. Healthy on Purpose	SN: 90465138	January 14, 2021
4.	HOP WTR THE HEALTHY ALTERNATIVE TO BEER	SN: 90465032	January 14, 2021
5.	THE HEALTHY ALTERNATIVE TO BEER	SN: 90458933	January 14, 2021
6.	H.O.P. HOPPY ON PURPOSE	RN: 7026827	May 6, 2021; April 11, 2023
7.	HOPPY ON PURPOSE	RN: 6937727	May 6, 2021; December 27, 2022
8.	HOPPY ON PURPOSE	SN: 90694524	May 6, 2021
9.	HOPS FOR ALL.	SN: 90891858	August 19, 2021
10.	SUMMER STATE	SN: 97429113	May 25, 2022
11.	SUMMER STATE HOP WTR	SN: 97604746	September 23, 2022
12.	HOPWTR	SN: 97604918	September 23, 2022
13.	Design mark for the overall look of the can	SN: 97604973	September 23, 2022
14.	HOP WTR	California Trademark Registration # 02025643	November 23, 2022

[Intellectual Property Security Agreement]  
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