

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529926

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hint, Inc.		06/27/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5167270	CAFFEINE KICK	
Registration Number:	5497989	DRINK WATER, NOT SUGAR	
Registration Number:	3220650	DRINK WATER, NOT SUGAR	
Registration Number:	4664105	FIZZ IS THE SHIZ	
Registration Number:	4642041	FIZZ IS THE SHIZ	
Registration Number:	5686112	HINT	
Registration Number:	4449185	HINT	
Registration Number:	4782167	HINT	
Registration Number:	3979347	HINT	
Registration Number:	4214185	HINT	
Registration Number:	5091428	HINT	
Registration Number:	4543702	HINT	
Registration Number:	3184565	HINT	
Registration Number:	4610078	HINT	
Registration Number:	4357028	HINT DRINK WATER NOT SUGAR	
Registration Number:	3919978	HINT FIZZ	
Registration Number:	5181988	HINT KICK	
Registration Number:	5434039	THE KARA NETWORK	
Registration Number:	5690062	THE WATER THAT MAKES YOU WATER	

CH \$540.00 5167270

Property Type	Number	Word Mark
Registration Number:	5434040	TKN
Registration Number:	4735957	WATER MADE TASTY

CORRESPONDENCE DATA

Fax Number: 2027393001
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: 2027395866
Email: felicia.gordon@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397.05.0646
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	07/01/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of June 27, 2019, by and between **HINT, INC.**, a California corporation (the "Grantor"), and **JPMORGAN CHASE BANK, N.A.** (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Loan Parties party thereto and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Lender that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Lender a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender with the United States Patent and Trademark Office;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, collaterally assigns and grants to the Lender to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages,

(ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **TERMINATION.** Upon the Payment in Full of the Secured Obligations, Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral under this Trademark Security Agreement.

8. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

9. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.09 AND 8.10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTOR:

HINT, INC.,
a California corporation

By: 

Name: _____

Thea Golden

Title: _____

COO

[Signature page to Trademark Security Agreement]

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jason Beyerlein
Title: Authorized Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006682 FRAME: 0449

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
CAFFEINE KICK	5,167,270	March 21, 2017
DRINK WATER, NOT SUGAR (CL 25)	5,497,989	June 19, 2018
DRINK WATER, NOT SUGAR (CL 32)	3,220,650	March 20, 2007
FIZZ IS THE SHIZ (CL 25)	4,664,105	December 30, 2014
FIZZ IS THE SHIZ (CL 32)	4,642,041	November 18, 2014
HINT	5,686,112	February 28, 2019
HINT	4,449,185	December 10, 2013
HINT	4,782,167	July 28, 2015
HINT (CL 03 lip balm)	3,979,347	June 14, 2011
HINT (CL 03 mister)	4,214,185	September 25, 2012
HINT (CL 03 sunscreen)	5091428	November 29, 2016
HINT (CL 25)	85566795	March 12, 2012
HINT (CL 32 & 33)	4,543,702	June 3, 2014
HINT (CL 32)	3,184,565	December 12, 2006
HINT (CL 44)	4,610,078	September 23, 2014

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TRADEMARK
REEL: 006682 FRAME: 0450

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
HINT DRINK WATER NOT SUGAR	4,357,028	June 25, 2013
HINT FIZZ	3,919,978	February 15, 2011
HINT KICK	5,181,988	April 11, 2017
THE KARA NETWORK	5,434,039	March 27, 2018
THE WATER THAT MAKES YOU LOVE WATER stylized	5,690,062	March 5, 2019
TKN	5,434,040	March 27, 2018
WATER MADE TASTY	4,735,957	May 12, 2015

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