

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G Fuel, LLC		04/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	1307 Walt Whitman Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	4942428	FAZEBERRY	
Registration Number:	4655813	G FUEL	
Registration Number:	5869885	G FUEL	
Registration Number:	4223214	GAMMA GAMERS	
Registration Number:	5423852	GAMMA GORILLA	
Registration Number:	4899343	GAMMA GRIPS	
Registration Number:	4478636	GAMMA LABS	
Registration Number:	4478638	GAMMA LABS	
Registration Number:	3424078	GAMMA-O	
Registration Number:	5938429	OFFICIAL ENERGY DRINK OF MOBILE ESPORTS	
Registration Number:	5938428	OFFICIAL ENERGY DRINK OF MOBILE GAMING	
Registration Number:	4605021	PTF	
Registration Number:	4605080	PTF PRE-TRAINING FORMULA	
Registration Number:	5408503	QUIT THE CAN	
Registration Number:	4223338	STAY AWAKE AND PLAY	
Registration Number:	5266659	TEAM GAMMA	
Registration Number:	5903487	THE OFFICIAL DRINK OF COSPLAY	
Registration Number:	5586625	THE OFFICIAL DRINK OF ESPORTS	
Registration Number:	5903488	THE OFFICIAL ENERGY DRINK OF COSPLAY	
TRADEMARK			

OP \$840.00 4942428

Property Type	Number	Word Mark
Registration Number:	5396995	THE OFFICIAL ENERGY DRINK OF ESPORTS
Registration Number:	5926905	THE OFFICIAL ENERGY DRINK OF HUNTING AND
Registration Number:	5991611	TRICKSHOT
Registration Number:	5933084	TRICKSHOT
Registration Number:	5197172	TROPICAL RAIN
Registration Number:	5424792	WE ARE ESPORTS
Registration Number:	4052746	
Registration Number:	5266660	
Registration Number:	5147634	
Serial Number:	90135237	SOUR BLUE CHUG RUG
Serial Number:	88600843	THE OFFICIAL ENERGY DRINK OF GAMERS
Serial Number:	88610697	THE OFFICIAL ENERGY DRINK OF GAMING
Serial Number:	88567954	THE OFFICIAL FUEL OF ESPORTS
Serial Number:	88594721	THE OFFICIAL SODA OF ESPORTS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1360837 TM

NAME OF SUBMITTER: Terri Farmer

SIGNATURE: /Terri Farmer/

DATE SIGNED: 04/23/2021

Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS G Fuel, LLC, a Delaware limited liability company (the "Pledgor") is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (together with any other trademarks or trademark applications now or hereafter acquired by Pledgor, collectively, the "Trademarks");

WHEREAS Capital One, National Association ("Lender") has made a credit facility to the Pledgor in the principal amount of \$10,000,000 (the "Loan") and in connection therewith the Pledgor and the Lender have entered into a Credit Agreement dated as of April 15, 2021 (as same may be amended, supplemented or restated, the "Credit Agreement");

WHEREAS to secure all of Pledgor's obligations under the Credit Agreement and any swap agreement (as defined in 11 U.S.C. § 101, as in effect from time to time) entered into between the Pledgor and the Lender or any of Lender's affiliates (a "Swap Agreement"), the Pledgor has entered into that certain Guaranty and Collateral Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") with the Lender, pursuant to which Pledgor has granted to the Lender a security interest in all assets of Pledgor, including, without limitation, the Trademarks;

WHEREAS the Pledgor and the Lender contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation the right to exercise its remedies under the Credit Agreement and the Collateral Agreement in connection with all of Pledgor's right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

Pledgor hereby reconfirms the terms of the Collateral Agreement. Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of Pledgor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor hereunder secures the payment of all Obligations under and as defined in the Credit Agreement and any Swap Agreement.

The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Security Agreement

(Trademarks).

This Security Agreement (Trademarks) has been entered into in connection with the Collateral Agreement, and the Pledgor and the Lender hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement (Trademarks) shall be governed by, and construed in accordance with the laws of the State of New York.

This Security Agreement (Trademarks) may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

If Pledgor shall obtain rights to any new Trademarks, the provisions of this Security Agreement (Trademarks) shall automatically apply thereto. Pledgor shall give prompt notice in writing to Lender with respect to any such new Trademarks. Pledgor hereby authorizes Lender to unilaterally modify this Security Agreement (Trademarks) by amending Schedule A to include such new Trademarks on Schedule A. However, no failure to so modify Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademarks, whether or not listed on Schedule A.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgor and the Lender have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 15th day of April, 2021.

PLEDGOR:

G FUEL, LLC, a Delaware limited liability company

By: _____

Name:

Title:

Greg Birsinger
CFO

LENDER:

CAPITAL ONE, NATIONAL ASSOCIATION

By: _____




Name:

Title:

Greg Birsinger
SVP

SCHEDULE A

MARK	SERIAL NO.	REGISTRATION NO.	DATE	GRANTOR
FAZEBERRY	86495083	4942428	4/19/2016	G Fuel, LLC
G FUEL	86261457	4655813	12/16/2014	G Fuel, LLC
G FUEL	88220305	5869885	9/24/2019	G Fuel, LLC
GAMMA GAMERS	85456738	4223214	11/29/2017	G Fuel, LLC
GAMMA GORILLA	86797345	5423852	3/13/2018	G Fuel, LLC
GAMMA GRIPS	86442001	4899343	2/9/2016	G Fuel, LLC
GAMMA LABS	85610262	4478636	2/4/2014	G Fuel, LLC
GAMMA LABS and Design 	85610269	4478638	2/4/2014	G Fuel, LLC
GAMMA-O	78500733	3424078	5/6/2008	G Fuel, LLC
GAMMA LABS	85610262	4478636	11/9/2019	G Fuel, LLC
OFFICIAL ENERGY DRINK OF MOBILE ESPORTS	87338528	5938429	12/17/2019	G Fuel, LLC
OFFICIAL ENERGY DRINK OF MOBILE GAMING	87338519	5938428	12/17/2019	G Fuel, LLC
PTF	86185908	4605021	9/16/2014	G Fuel, LLC
PTF PRE-TRAINING FORMULA (Stylized) 	86188846	4605080	9/16/2014	G Fuel, LLC
QUIT THE CAN	87225087	5408503	2/20/2018	G Fuel, LLC
SOUR BLUE CHUG RUG	90135237	pending	pending	G Fuel, LLC
STAY AWAKE AND PLAY	85503478	4223338	1/11/2018	G Fuel, LLC
TEAM GAMMA	86797328	5266659	8/15/2017	G Fuel, LLC
THE OFFICIAL DRINK OF COSPLAY	86950201	5903487	11/5/2019	G Fuel, LLC
THE OFFICIAL DRINK OF ESPORTS	86922714	5586625	10/16/2018	G Fuel, LLC
THE OFFICIAL ENERGY DRINK OF COSPLAY	86950207	5903488	11/5/2019	G Fuel, LLC

THE OFFICIAL ENERGY DRINK OF DRONE RACING	87263493	5903488	12/17/2019	G Fuel, LLC
THE OFFICIAL ENERGY DRINK OF ESPORTS	86922717	5396995	2/6/2018	G Fuel, LLC
THE OFFICIAL ENERGY DRINK OF GAMERS	88600843	Pending	Pending	G Fuel, LLC
THE OFFICIAL ENERGY DRINK OF GAMING	88610697	Pending	Pending	G Fuel, LLC
THE OFFICIAL ENERGY DRINK OF HUNTING AND FISHING	87169689	5926905	12/3/2019	G Fuel, LLC
THE OFFICIAL FUEL OF ESPORTS	88567954	Pending	Pending	G Fuel, LLC
THE OFFICIAL SODA OF ESPORTS	88594721	Pending	Pending	G Fuel, LLC
TRICKSHOT	87618497	5991611	2/18/20	G Fuel, LLC
TRICKSHOT	87982152	5933084	12/10/2019	G Fuel, LLC
TROPICAL RAIN	87025186	5197172	5/2/2017	G Fuel, LLC
WE ARE ESPORTS	87317365	5424792	3/13/2018	G Fuel, LLC
	85288644	4052746	1/21/2017	G Fuel, LLC
	86797356	5266660	8/15/2017	G Fuel, LLC
	86797366	5147634	2/21/2017	G Fuel, LLC