

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726304

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A-Game Beverages, Inc.		02/04/2022	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Francis Webster		
<b>Street Address:</b>	350 E Crown Point Rd, Ste 1080		
<b>City:</b>	Winter Garden		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34787		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97310218	ALL OF THE FLAVOR, NONE OF THE SUGAR.	
<b>Serial Number:</b>	97101927	A-GAME THE ULTIMATE IN HYDRATION	
<b>Serial Number:</b>	97101920	A-GAME THE ULTIMATE IN HYDRATION	
<b>Serial Number:</b>	97101918	A-GAME THE ULTIMATE IN HYDRATION	
<b>Serial Number:</b>	97101914	A-GAME THE ULTIMATE IN HYDRATION	
<b>Serial Number:</b>	97101907	A-GAME THE ULTIMATE IN HYDRATION	
<b>Serial Number:</b>	97101886	A-GAME THE ULTIMATE IN HYDRATION	
<b>Serial Number:</b>	90543452	A-GAME NITRO	
<b>Serial Number:</b>	90543448	A	
<b>Serial Number:</b>	90323669	BRING IT TO LIFE.	
<b>Serial Number:</b>	90350680	HYDRAFORMULATE	
<b>Serial Number:</b>	90323674	A	
<b>Serial Number:</b>	90323666	HYDRAFORMULATE	
<b>Serial Number:</b>	90543450	NITROFORMULATE	
<b>Serial Number:</b>	90543445	A A-GAME	
<b>Serial Number:</b>	90323678	A A GAME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163485474		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$415.00 97310218

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 216-348-5400  
**Email:** IPMailbox@mcdonaldhopkins.com  
**Correspondent Name:** MCDONALD HOPKINS LLC  
**Address Line 1:** 600 SUPERIOR AVENUE EAST, SUITE 2100  
**Address Line 4:** CLEVELAND, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	52849-00003
<b>NAME OF SUBMITTER:</b>	Kimberly Hefner
<b>SIGNATURE:</b>	/Kimberly Hefner/
<b>DATE SIGNED:</b>	05/06/2022

**Total Attachments: 2**

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source=A-Game IP Security Agreement (10345974x7AB84)#page2.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of February 4<sup>th</sup>, 2022 ("Effective Date"), is made by and between Francis Webster, an individual (the "Lender"), and A-Game Beverages, Inc., a Florida Corporation, whose address is 15701 State Road 50, Ste 204, Clermont, FL 34711 ("Grantor").

### Recitals

- A. The Grantor has entered into a Revolving Line of Credit Agreement dated as of Effective Date (as may be amended, modified, extended, or restated from time to time the "Credit Agreement"), with the Lender.
- B. Under the terms of the Credit Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Definitions. Capitalized terms used herein but not defined shall have the meaning set forth in the Credit Agreement.

2. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "IP Collateral"):

(a) the Trade Secrets, Copyrights, Patents, Trademarks and the IP Agreements, all rights therein, and all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, violation, misuse or other impairment thereof, including the right to receive injunctive relief and all Proceeds and damages therefrom

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this IP

security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

A-Game Beverages, Inc.

By: 

Name: Margaret F. Louche

Title: CEO

Agreed and accepted by Lender



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Francis Webster