

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRINITY CAPITAL INC.		10/04/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	DRINKPAK, LLC		
Street Address:	21375 NEEDHAM RANCH PARKWAY		
City:	SANTA CLARITA		
State/Country:	ARIZONA		
Postal Code:	91321		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6980968	DRINKPAK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	602-852-5500		
Email:	JMEEKER@HOOLCOURYLAW.COM		
Correspondent Name:	Michael D. Hool		
Address Line 1:	2398 E. CAMELBACK ROAD, SUITE 1020		
Address Line 4:	PHOENIX, ARIZONA 85016		
NAME OF SUBMITTER:	Michael D. Hool		
SIGNATURE:	/Michael D. Hool/		
DATE SIGNED:	10/05/2023		
Total Attachments: 5			
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CH \$40.00 6980968

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made and effective as of October 4, 2023 by TRINITY CAPITAL INC., a Maryland corporation (the "Grantee"), in favor of DRINKPAK, LLC, a Delaware limited liability company (the "Grantor") and its successors, assigns and legal representatives.

RECITALS

WHEREAS, Grantee and Grantor entered into that certain Master Equipment Financing Agreement dated as of February 17, 2023 (the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Grantor executed and delivered to the Grantee that certain Intellectual Property Security Agreement dated as of February 17, 2023 (the "Security Agreement") and recorded with the United States Patent and Trademark Office ("USPTO") on February 21, 2023 at Reel/Frame No. 7977/0837, pursuant to which the Grantor granted and pledged to the Grantee a security interest in all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined in the Security Agreement).

WHEREAS, the Grantee has agreed to enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Grantee may have in the Intellectual Property Collateral pursuant to the Security Agreement.

AGREEMENT

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

1. **Release of Security Interest**. Grantee, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following:

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(b) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 2 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

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

(d) 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

(e) 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.


2. **Further Assurances**. Grantee agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. **Governing Law**. This Release 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 Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed and delivered as of the date first written above.

TRINITY CAPITAL INC., a Maryland corporation

By:  _____

Name: Sarah Stanton

Title: General Counsel and Secretary

Address: 1 North 1st Street, Floor 3

Phoenix, Arizona 85004

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 008218 FRAME: 0589

SCHEDULE 1

TRADEMARKS

Mark	Registration Number	Registration Date
DRINKPAK	6980968	2/14/2023

SCHEDULE 2

PATENTS

None.

SCHEDULE 2