

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI77788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW LAST BOTTLE, INC.		03/07/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	383 MADISON AVENUE		
Internal Address:	22ND FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1949609	ANTHOLOGY	
Registration Number:	4631093	BARREL BLENDING EXPERIENCE	
Registration Number:	1474418	CONN CREEK	
Registration Number:	4994496	TILTH	
Serial Number:	97403581	LAST BUBBLES	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2294496 TM		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	03/07/2024		

OP \$140.00.00 74517896

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 7, 2024, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and NEW LAST BOTTLE, INC., a Delaware corporation (as defined in the Credit Agreement defined below) (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of February 18, 2022 (as the same has been amended and may further be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender has extended and is willing to continue to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral (as defined in the Credit Agreement), including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of February 18, 2022 (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, Grantor has granted to Lender a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, the parties hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark application, but only to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of that intent-to-use trademark application or any registration resulting therefrom under applicable federal law.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement by amending the exhibits to this Agreement as agreed to by the parties in writing to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Termination. Upon the termination of the Security Agreement, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Intellectual Property Collateral shall revert to Grantor. Upon any such termination Lender shall, at Grantor's reasonable expense, execute and deliver to Grantor or otherwise authorize the filing of such documents as Grantor shall reasonably request, including, without limitation, documentation evidencing the release of the security interest in the Intellectual Property Collateral appropriate for recordation in the United States Patent and Trademark Office and the United States Copyright Office.

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

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

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

8. Governing Law. This 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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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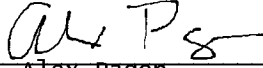
IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

New Last Bottle, Inc.
c/o Third Leaf Partners
155 Sansome Street, Suite 610
San Francisco, CA 94104
Attention: Alex Pagon
Email: apagon@thirdleafpartners.com

NEW LAST BOTTLE, INC.

By: 
Name: Alex Pagon
Title: Secretary

LENDER:

Address:

JPMorgan Chase Bank, N.A.
383 Madison Ave, 22nd Floor
New York, NY 10017
Attention: Alexander Freedman
Email: alexander.freedman@jpmorgan.com

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Alexander Freedman

Title: Vice President

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

New Last Bottle, Inc.
c/o Third Leaf Partners
155 Sansome Street, Suite 610
San Francisco, CA 94104
Attention: Alex Pagon
Email: apagon@thirdleafpartners.com

NEW LAST BOTTLE, INC.


By: _____
Name: _____
Title: _____

LENDER:

Address:

JPMorgan Chase Bank, N.A.
383 Madison Ave, 22nd Floor
New York, NY 10017
Attention: Alexander Freedman
Email: alexander.freedman@jpmorgan.com

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Alexander Freedman

Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Country	Trademark	Application No.	Registration No.	Filing Date	Registration Date
USA	ANTHOLOGY	74517896	1949609	4/28/1994	1/16/1996
USA	BARREL BLENDING EXPERIENCE	86090800	4631093	10/14/2013	11/4/2014
USA	CONN CREEK	73615571	1474418	8/19/1986	1/26/1988
USA	LAST BUBBLES	97403581		5/10/2022	
USA	TILTH	86606169	4994496	4/22/2015	7/5/2016