

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6197340

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HYDRATION LABS, INC.	07/13/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SILICON VALLEY BANK	
<b>Street Address:</b>	53 STATE STREET, 28TH FLOOR	
<b>City:</b>	BOSTON	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02109	
<b>PROPERTY NUMBERS Total: 11</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	15971890	
Application Number:	15971880	
Application Number:	15971780	
Application Number:	15280293	
Application Number:	16047254	
PCT Number:	US1654370	
Application Number:	62387227	
Application Number:	62387124	
Application Number:	62387298	
Application Number:	62235240	
Application Number:	15971897	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	2023704750	
<b>Email:</b>	ipteam@cogencyglobal.com	
<b>Correspondent Name:</b>	JENNIFER TINDIE	
<b>Address Line 1:</b>	1025 VERMONT AVE NW, SUITE 1130	
<b>Address Line 2:</b>	COGENCY GLOBAL INC.	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005	

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	1242398 PT
<b>NAME OF SUBMITTER:</b>	SARAH MACKIN
<b>SIGNATURE:</b>	/Sarah Mackin/
<b>DATE SIGNED:</b>	07/13/2020

**Total Attachments: 9**

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source=Intellectual\_Property\_Security\_Agreement\_-\_Hydration\_Labs\_(4th\_LMA)#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 13, 2020 by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 53 State Street, 28<sup>th</sup> Floor, Boston, Massachusetts 02109 ("Bank") and HYDRATION LABS, INC., a Delaware corporation with its principal place of business located at 529 Main Street, Suite 3304, Charlestown, Massachusetts 02129 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 26, 2016, as amended by that certain First Amendment to Loan and Security Agreement dated as of November 30, 2017, by and between Borrower and Bank, as further amended by that certain Second Amendment to Loan and Security Agreement dated as of November 28, 2018, by and between Borrower and Bank, as further amended by that certain Third Amendment to Loan and Security Agreement dated as of May 20, 2019, by and between Borrower and Bank, as further amended by that certain Deferral Agreement dated as of April 3, 2020, and as further amended by that certain Fourth Amendment by and between Grantor and Bank dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of 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 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(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 use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works 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, Patents, or Mask Works; 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 or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant

to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which 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. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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 (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party in connection with the execution and storage hereof.

6. 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.

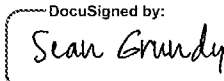
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first written above.

GRANTOR:

HYDRATION LABS, INC.

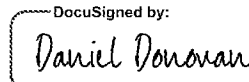
By:  A96460E01CB94E3

Name: Sean Grundy

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By:  79EA1905525B475

Name: Danny Donovan

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

**EXHIBIT B****Patents**

<u>Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>	<u>Status</u>
BEVERAGE DISPENSING	15/971,890 N/A	05/04/2018 N/A	Abandoned
BEVERAGE DISPENSING	15/971,880 N/A	05/04/2018 N/A	Abandoned
BEVERAGE DISPENSING	15/971,780 N/A	05/04/2018 N/A	Pending
BEVERAGE DISPENSING	15/280,293 N/A	05/04/2018 N/A	Abandoned
BEVERAGE DISPENSING	16/047,254 N/A	07/27/2018 N/A	Pending
BEVERAGE DISPENSING	EP16852569.9 N/A	09/29/2016 N/A	Abandoned
BEVERAGE DISPENSING	MX/a/2018/003974 N/A	09/29/2016 N/A	Pending
BEVERAGE DISPENSING	GB1804610.2 N/A	09/29/2016 N/A	Pending
BEVERAGE DISPENSING	CA3000484 N/A	03/28/2018 N/A	Pending
BEVERAGE DISPENSING	CN201680068267.1 N/A	09/29/2016 N/A	Pending
BEVERAGE DISPENSING	PCT/US16/54370 N/A	09/29/2016 N/A	Expired
SYSTEMS AND METHODS FOR PROVIDING USER INTERFACE FUNCTIONALITY IN BEVERAGE DISPENSING SYSTEM	62/387,227 N/A	12/23/2015 N/A	Expired
SYSTEMS AND METHODS FOR PROVIDING BEVERAGE DISPENSING SYSTEMS	62/387,124 N/A	12/23/2015 N/A	Expired
SYSTEMS AND METHODS FOR PROVIDING MANAGEMENT OF BEVERAGE DISPENSING SYSTEMS	62/387,298 N/A	12/23/2015 N/A	Expired
SYSTEMS AND METHODS FOR PROVIDING MANAGEMENT OF BEVERAGE DISPENSING SYSTEMS	62/235,240 N/A	09/30/2015 N/A	Expired
BEVERAGE DISPENSING	15/971,897 N/A	05/04/2018 N/A	Abandoned



EXHIBIT C

## Trademarks

<u>Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>	<u>Status</u>
BEVI (Canada)	1724531 TMA981964	04/20/2015 10/03/2017	Registered
BEVI (Canada)	1993859 N/A	11/04/2019 N/A	Pending
BEVI Water Drop Logo (Canada)	2024454 N/A	04/24/2020 N/A	Pending
HYDRATE HAPPY (Canada)	2018580 N/A	03/19/2020 N/A	Pending
HYDRATE HAPPY (Canada)	2019669 N/A	03/25/2020 N/A	Pending
POUR SOMETHING GOOD (Canada)	A0091187 N/A	10/31/2019 N/A	Pending
SMART WATER COOLER (Canada)	A0091188 N/A	10/31/2019 N/A	Pending
BEVI (China)	18153560 18153560	10/26/2015 12/07/2016	Registered
BEVI (Germany)	302016016881.8 302016016881	04/17/2015 10/20/2016	Registered
BEVI (Hong Kong)	304098916 304098916	04/03/2017 03/22/2018	Registered
BEVI (Ireland)	255561 255561	04/17/2015 03/08/2017	Registered
BEVI (Mexico)	1600839 1536666	04/17/2015 05/11/2015	Registered
BEVI (Portugal)	566955 MNA 566955 MNA	06/23/2016 01/25/2017	Registered
BEVI (Singapore)	40201705203Q 40201705203Q	03/31/2017 03/31/2017	Registered
BEVI (Spain)	3616806 M8 3616806 M8	05/26/2016 10/31/2016	Registered
BEVI (United Kingdom)	3174858 3174858	04/17/2015 10/28/2016	Registered
BEVI (United States)	86451533 4854067	11/11/2014 11/17/2015	Registered
BEVI (United States)	88655088 6057942	10/15/2019 05/19/2020	Registered
POUR SOMETHING GOOD (United States)	87465029 5364560	05/25/2017 12/26/2017	Registered

SMART WATER COOLER (United States)	87467006 5482886	05/28/2017 05/29/2018	Registered
POUR SOMETHING GOOD (WIPO)	A0091187 1502778	10/31/2019 10/31/2019	Registered
SMART WATER COOLER (WIPO)	A0091188 1502234	10/31/2019 10/31/2019	Registered

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.