

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6717229

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GOOD2GROW LLC	05/19/2021
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 SOUTH DEERBORN
Internal Address:	FLOOR L2
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60630-2300
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D913791
Patent Number:	D874935
CORRESPONDENCE DATA	
Fax Number:	(404)885-3900
<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:	4048853868
Email:	rusty.close@troutman.com
Correspondent Name:	CHRISTOPHER CLOSE
Address Line 1:	TROUTMAN PEPPER LLP
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000
Address Line 4:	ATLANTA, GEORGIA 30308-2216
ATTORNEY DOCKET NUMBER:	259211.000001
NAME OF SUBMITTER:	CHRISTOPHER C CLOSE, JR.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	05/19/2021
Total Attachments: 8	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of May 19, 2021, by and between **GOOD2GROW LLC**, a Delaware limited liability company (“Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

A. The Grantor and the Administrative Agent are entering into a Credit Agreement, dated of even date herewith among Grantor, as Borrower, G2G Intermediate LLC, a Delaware limited liability company, as Holdings, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. The Grantor is entering into this Agreement and that certain Pledge and Security Agreement, dated of even date herewith (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified from time to time, the “Security Agreement”; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or, if not defined therein, in the Credit Agreement) in order to induce the Administrative Agent to enter into and extend credit to the Grantor under the Credit Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in, among other property, certain Copyrights, Trademarks and Patents to secure the Secured Obligations.

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 the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants and pledges to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under all intellectual property of Grantor (the “Intellectual Property Collateral”) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, other than any application for registration of a Trademark filed with the U.S. Patent and Trademark Office on an intent-to-use basis to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such application or the validity or enforceability of registrations issuing from such application, until such time (if any) as a statement of use or amendment to allege use is accepted by the U.S. Patent and Trademark Office, at which time such Trademark shall automatically become part of the Intellectual Property Collateral), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

3. This security interest is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Page Follows]

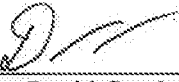
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Addresses of Grantor:

good2grow LLC
2859 Paces Ferry Road,
Suites 820, 2100 and 2200 in Overlook III
Atlanta, Georgia 30339
Attention: Joshua Jacobs
Fax No.: (678) 718-2031

GRANTOR:

GOOD2GROW LLC

By: 
Name: David Gassko
Title: Vice President

With a copy to:

Kainos Capital LP
2100 McKinney Avenue, Suite 1600
Dallas, Texas 75201
Attention: Andrew Rosen and David Gasko
Fax No.: (214) 720 -7888

Address of Administrative Agent:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL 1-1145
Chicago, IL 60603-2300
Email: jpm.agency.cri@jpmorgan.com

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

With a copy to:

JPMorgan Chase Bank, N.A.
3424 Peachtree Road NE, Suite 2300
Atlanta, GA 30326
Attention: Darin W. Mitchell Jr. and
Ashleigh Erickson
Fax No.: 844-364-3325

[Signature Page to Intellectual Property Security Agreement]

PATENT
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GRANTOR:

GOOD2GROW LLC

By: _____
Name: David Gassko
Title: Vice President

With a copy to:

Kainos Capital LP
2100 McKinney Avenue, Suite 1600
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JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL 1-1145
Chicago, IL 60603-2300
Email: jpm.agency.cri@jpmorgan.com

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: Ashleigh Erickson
Name: Ashleigh Erickson
Title: Authorized Officer

With a copy to:

JPMorgan Chase Bank, N.A.
3424 Peachtree Road NE, Suite 2300
Atlanta, GA 30326
Attention: Darin W. Mitchell Jr. and
Ashleigh Erickson
Fax No.: 844-364-3325

EXHIBIT A

Copyrights

Copyrights

Copyright	Reg. No.	Reg. Date	Record Owner
Bear Design	VAu001403162	07/16/2020	GOOD2GROW LLC

Copyright Applications

None.

EXHIBIT B

Patents

Patents

Patent	Country	Patent Number	Issue Date	Expiration Date	Record Owner
Lid	United States	D913,791	3/23/2021	3/23/2036	good2grow LLC
Bottle	United States	D874,935	2/11/2020	2/11/2035	good2grow LLC

Patent Applications and Patent Licenses

None.

EXHIBIT C


Trademarks

Trademarks

Trademark	Country	Registration Number	Registration Date	Record Owner
GOOD2 GROW GOOD2 GROW	United States	5473613	5/22/2018	good2grow LLC
GOOD2GROW JUICY WATERS GOOD2GROW JUICY WATERS	United States	4805344	9/1/2015	good2grow LLC
GOOD2GROW	United States	4516503	4/15/2014	good2grow LLC
GOOD2 GROW GOOD2 GROW	United States	4889860	1/19/2016	good2grow LLC
GOOD2 GROW 	United States	6074923	6/9/2020	good2grow LLC
GOOD2WIN	United States	5765003	5/28/2019	good2grow LLC
PODZ PODZ	United States	5951093	12/31/2019	good2grow LLC
WE BOTTLE HEALTHY FUN! WE BOTTLE HEALTHY FUN!	United States	3959603	5/10/2011	good2grow LLC
Design Only 	United States	2975625	7/26/2005	good2grow LLC
TUMMYTICKLER	United States	2643602	10/29/2002	good2grow LLC

Trademark Applications

Trademark	Country	Application Number	Application Date	Record Owner
BRING HOME A SMILE	United States	88921676	5/18/2020	good2grow

		(Pending ITU)		LLC
GOOD2GROW	United States	88921703 (Pending ITU)	5/18/2020	good2grow LLC
SPOUTS 	United States	88692043 (Pending ITU)	11/14/2019	good2grow LLC
TOTS BY GOOD2GROW	United States	88921726 (Pending ITU)	5/28/2020	good2grow LLC
WE MAKE SMILES	United States	90179093 (Pending ITU)	9/14/2020	good2grow LLC