

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM365709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MULTI-FLOW INDUSTRIES, LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 DELAWARE AVENUE		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	DELAWARE National Bank		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4312221	MICRO CRAFTED SOFT DRINKS BY MULTI-FLOW	
Registration Number:	3876758	HARVEST SQUEEZE	
Registration Number:	4157959	KODIAK COLA BIG-BOLD-PURE	
Registration Number:	3846241	TÉI FRESH · ICED · PURE	
Registration Number:	4367618	RE-FUEL ENERGY DRINK	
Registration Number:	4161423	RE-FUEL (EN'ER-JE · DRINGK)	
Registration Number:	4170803	NOURISH2O NUTRIENT WATER	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
<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:	4124545000		
Email:	heukesha@pepperlaw.com		
Correspondent Name:	PEPPER HAMILTON LLP		
Address Line 1:	500 GRANT STREET		
Address Line 2:	SUITE 5000		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-2507		
ATTORNEY DOCKET NUMBER:	107463.43		
NAME OF SUBMITTER:	Angela Heukeshoven		

OP \$190.00 4312221

SIGNATURE:	/Angela Heukeshoven/
DATE SIGNED:	12/14/2015
Total Attachments: 7 source=SecurityInterestAssignment#page1.tif source=SecurityInterestAssignment#page2.tif source=SecurityInterestAssignment#page3.tif source=SecurityInterestAssignment#page4.tif source=SecurityInterestAssignment#page5.tif source=SecurityInterestAssignment#page6.tif source=SecurityInterestAssignment#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of December 11, 2015 by and between (i) **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as bank (“**Bank**”) and (ii) **MULTI-FLOW INDUSTRIES, LLC**, a Delaware limited liability company, as grantor (the “**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 Credit and Security Agreement, dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit 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 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 Credit 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 its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees, under seal, as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, 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:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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**”);

2. 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;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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**”);

5. 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**”);

6. 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;

7. 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;

8. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

9. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Intellectual Property Security 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.

THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

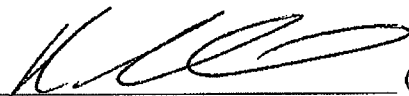
IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Multi-Flow Acquisition Co.
c/o Falconhead Capital, LLC
645 Madison Avenue, 9th Flr.
New York, NY 10022
Contact Person: Robert J. Fioretti
Colby Arden
Telephone: 212.634.4667
Email: rfioretti@falconheadcapital.com
carden@falconheadcapital.com

GRANTOR:

MULTI-FLOW INDUSTRIES, LLC

By:  (SEAL)
Name: Kenneth Schnarrs
Title: Chief Executive Officer

Address of Bank:

Wilmington Savings Fund Society, FSB
500 Delaware Avenue
Wilmington, DE 19801
Attn: James A. Gise
Email: jgise@wsfsbank.com

BANK:

**WILMINGTON SAVINGS FUND
SOCIETY, FSB**

By: _____ (SEAL)
James A. Gise
Senior Vice President

[Signature Page for Intellectual Property Security Agreement]

**TRADEMARK
REEL: 005688 FRAME: 0944**

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed sealed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Multi-Flow Acquisition Co.
c/o Falconhead Capital, LLC
645 Madison Avenue, 9th Flr.
New York, NY 10022
Contact Person: Robert J. Fioretti
Colby Arden
Telephone: 212.634.4667
Email: rfioretti@falconheadcapital.com
carden@falconheadcapital.com

GRANTOR:

MULTI-FLOW INDUSTRIES, LLC

By: _____ (SEAL)

Name:
Title:

Address of Bank:

Wilmington Savings Fund Society, FSB
500 Delaware Avenue
Wilmington, DE 19801
Attn: James A. Gise
Email: jgise@wsfsbank.com

BANK:

**WILMINGTON SAVINGS FUND
SOCIETY, FSB**


By:  _____ (SEAL)
James A. Gise
Senior Vice President

EXHIBIT A
COPYRIGHTS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
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- NONE -

EXHIBIT B

PATENTS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
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- NONE -

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
Micro Crafted Soft Drinks by Multi-Flow Est 1937	4312221	4/2/13	Multi-Flow Industries, LP
Harvest Squeeze	3876758	11/16/10	Multi-Flow Industries, LP
Kodiak Cola Big-Bold-Pure	4157959	6/12/12	Multi-Flow Industries, LP
Tei Fresh Iced Pure	3846241	9/7/10	Multi-Flow Industries, LP
Re-Fuel Energy Drink	4367618	7/16/13	Multi-Flow Industries, LP
Re-Fuel (en'er'je dringk)	4161423	6/19/12	Multi-Flow Industries, LP
NourishH2O Nutrient Water	4170803	7/10/12	Multi-Flow Industries, LP