

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742777

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900689370

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hint, Inc.		04/20/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	ACF FINCO I LP
Street Address:	560 White Plains Road
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5167270	CAFFEINE KICK
Registration Number:	5497989	DRINK WATER, NOT SUGAR
Registration Number:	3220650	DRINK WATER, NOT SUGAR
Registration Number:	4664105	FIZZ IS THE SHIZ
Registration Number:	6148949	FRUIT AND WATER HOOKED UP
Registration Number:	3184565	HINT
Registration Number:	4543702	HINT
Registration Number:	3979347	HINT
Registration Number:	6047791	HINT
Registration Number:	5091428	HINT
Registration Number:	5686112	HINT
Registration Number:	6541026	HINT
Registration Number:	4782167	HINT
Registration Number:	4449185	HINT
Registration Number:	6234039	HINT
Registration Number:	6434733	HINT
Registration Number:	6434734	HINT
Registration Number:	4357028	HINT DRINK WATER NOT SUGAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5181988	HINT KICK
Serial Number:	97051082	HINT WATER THAT MAKES YOU [HEART] WATER
Registration Number:	5898545	MOUTh WATERING WATER
Registration Number:	6335505	OASIS BY HINT
Serial Number:	97177984	SUMMER NEVER TASTED SO GOOD
Registration Number:	6091373	THE QUENCH
Registration Number:	5690062	THE WATER THAT MAKES YOU WATER
Registration Number:	4735957	WATER MADE TASTY

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 404.589.3409
Email: trademarks@bakerdonelson.com
Correspondent Name: Baker Donelson
Address Line 1: 3414 Peachtree Road NE
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30326

NAME OF SUBMITTER:	Lisa L Stoffregen
SIGNATURE:	/lisa l stoffregen/
DATE SIGNED:	07/21/2022

Total Attachments: 13

source=Hint - Trademark Security Agreement#page1.tif
source=Hint - Trademark Security Agreement#page2.tif
source=Hint - Trademark Security Agreement#page3.tif
source=Hint - Trademark Security Agreement#page4.tif
source=Hint - Trademark Security Agreement#page5.tif
source=Hint - Trademark Security Agreement#page6.tif
source=Hint - Trademark Security Agreement#page7.tif
source=Hint - Trademark Security Agreement#page8.tif
source=Hint - Trademark Security Agreement#page9.tif
source=Hint - Trademark Security Agreement#page10.tif
source=Hint - Trademark Security Agreement#page11.tif
source=Hint - Trademark Security Agreement#page12.tif
source=Hint - Trademark Security Agreement#page13.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of April 20, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and ACF FINCO I LP, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 20, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among by and among, *inter alia*, Administrative Borrower, the other Loan Parties party thereto, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of April 20, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding the foregoing, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications 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 such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security

Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

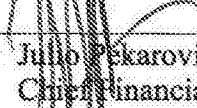
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HINT, INC.

By: 
Name: Julio Pekarovic
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By: _____
Name: Oleh Szczupak
Title: Authorized Signor

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HINT, INC.

By: _____
Name: Julio Pekarovic
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By:  _____
Name: Oleh Szczupak
Title: Authorized Signor

[Trademark Security Agreement]

TRADEMARK
REEL: 007765 FRAME: 0431

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Hint, Inc.	Canada	CAFFEINE KICK	TMA1043147	7/19/2019
Hint, Inc.	European Union	CAFFEINE KICK	15062201	11/15/2016
Hint, Inc.	India	CAFFEINE KICK	3173920	2/4/2017
Hint, Inc.	Japan	CAFFEINE KICK	5890015	10/21/2016
Hint, Inc.	Republic of Korea	CAFFEINE KICK	40-1236908	3/3/2017
Hint, Inc.	Mexico	CAFFEINE KICK	1709043	2/2/2016
Hint, Inc.	United Kingdom	CAFFEINE KICK	UK00915062201	11/15/2016
Hint, Inc.	United States	CAFFEINE KICK	5167270	3/21/2017
Hint, Inc.	Australia	DRINK WATER, NOT SUGAR	1513099	9/3/2014
Hint, Inc.	Canada	DRINK WATER, NOT SUGAR	TMA727,061	10/28/2008
Hint, Inc.	Japan	DRINK WATER, NOT SUGAR	5113739	2/22/2008
Hint, Inc.	Republic of Korea	DRINK WATER, NOT SUGAR	40-1012572	12/13/2013
Hint, Inc.	United States	DRINK WATER, NOT SUGAR (Cl. 25)	5497989	6/18/2019
Hint, Inc.	United States	DRINK WATER, NOT SUGAR (Cl. 32)	3220650	3/20/2007
Hint, Inc.	United States	FIZZ IS THE SHIZ (Cl. 25)	4664105	12/30/2014
Hint, Inc.	United States	FRUIT AND WATER HOOKED UP	6148949	9/8/2020

Hint, Inc.	Australia	HINT	1762059	10/26/2016
Hint, Inc.	Canada	HINT	TMA719,294	7/25/2008
Hint, Inc.	Canada	HINT	TMA 1095400	3/10/2021
Hint, Inc.	People's Republic of China	HINT	11476961	4/21/2014
Hint, Inc.	People's Republic of China	HINT	27457515	11/14/2017
Hint, Inc.	European Union	HINT	004885349	1/22/2009
Hint, Inc.	European Union	HINT	17477274	3/9/2018
Hint, Inc.	European Union (Community)	HINT	18009322	8/1/2019
Hint, Inc.	India	HINT	1857085	9/1/2009
Hint, Inc.	India	HINT	3708581	6/12/2021
Hint, Inc.	Japan	HINT	5012786	12/22/2006
Hint, Inc.	Japan	HINT	6235079	3/12/2020
Hint, Inc.	Republic of Korea	HINT	40-1065980	10/23/2014
Hint, Inc.	Republic of Korea	HINT	40-1534725	10/22/2019
Hint, Inc.	Mexico	HINT	1028251	2/29/2008
Hint, Inc.	Mexico	HINT	1847733	2/20/2018
Hint, Inc.	Taiwan	HINT	110068867	9/24/2021
Hint, Inc.	United Kingdom	HINT	UK00904885349	1/22/2009
Hint, Inc.	United Kingdom	HINT	UK00917477274	3/9/2018
Hint, Inc.	United Kingdom	HINT	UK00918009322	8/1/2019
Hint, Inc.	United States	HINT	3184565	12/12/2006
Hint, Inc.	United States	HINT	4543702	6/3/2014
Hint, Inc.	United States	HINT	3979347	6/14/2011
Hint, Inc.	United States	HINT	6047791	5/5/2020
Hint, Inc.	United States	HINT	5091428	11/29/2016

Hint, Inc.	United States	HINT	5686112	2/26/2019
Hint, Inc.	United States	HINT	6541026	10/26/2021
Hint, Inc.	United States	HINT	4782167	7/28/2015
Hint, Inc.	United States	HINT	4449185	12/10/2013
Hint, Inc.	United States	HINT	6234039	12/29/2020
Hint, Inc.	United States	HINT	6434733	7/27/2021
Hint, Inc.	United States	HINT	6434734	7/27/2021
Hint, Inc.	Australia	HINT CAFFEINE KICK	1798828	4/24/2017
Hint, Inc.	European Union (Community)	HINT CAFFEINE KICK & Design	15722325	11/30/2016
Hint, Inc.	United Kingdom	HINT CAFFEINE KICK & Design	UK00915722325	11/30/2016
Hint, Inc.	United States	HINT DRINK WATER NOT SUGAR	4357028	6/25/2013
Hint, Inc.	Canada	HINT FIZZ	TMA861,212	9/25/2013
Hint, Inc.	People's Republic of China	HINT FIZZ	11476960	5/21/2014
Hint, Inc.	Japan	HINT FIZZ	5553975	2/1/2013
Hint, Inc.	Republic of Korea	HINT FIZZ	40-1065981	10/23/2014
Hint, Inc.	Mexico	HINT FIZZ	1301335	12/13/2012
Hint, Inc.	United States	HINT KICK	5181988	4/11/2017
Hint, Inc.	People's Republic of China	HINT WATER THAT MAKES YOU [HEART] WATER logo	60159506	10/28/2021
Hint, Inc.	People's Republic of China	HINT WATER THAT MAKES YOU [HEART] WATER logo	60159506A	3/18/2022
Hint, Inc.	Japan	HINT WATER THAT MAKES	2021-123500	10/5/2021

		YOU [HEART] WATER logo		
Hint, Inc.	Republic of Korea	HINT WATER THAT MAKES YOU [HEART] WATER logo	40-2021-0200966	10/1/2021
Hint, Inc.	Taiwan	HINT WATER THAT MAKES YOU [HEART] WATER logo	110068866	9/24/2021
Hint, Inc.	United States	HINT WATER THAT MAKES YOU [HEART] WATER logo	97051082	9/29/2021
Hint, Inc.	United States	MOUTH WATERING WATER	5898545	10/29/2019
Hint, Inc.	United States	OASIS BY HINT	6335505	4/27/2021
Hint, Inc.	United States	SUMMER NEVER TASTED SO GOOD	97177984	12/17/2021
Hint, Inc.	United States	THE QUENCH	6091373	6/30/2020
Hint, Inc.	European Union (Community)	THE WATER THAT MAKES YOU HEART WATER Stylized	18009251	5/17/2019
Hint, Inc.	United Kingdom	THE WATER THAT MAKES YOU HEART WATER Stylized	UK00918009251	5/17/2019
Hint, Inc.	United States	THE WATER THAT MAKES YOU HEART WATER Stylized	5690062	3/5/2019
Hint, Inc.	United States	WATER MADE TASTY	4735957	5/12/2015

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.