

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM781658

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900728644

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kona Ice, Inc.		10/28/2022	Corporation: KENTUCKY

## RECEIVING PARTY DATA

<b>Name:</b>	Fifth Third Bank, National Association
<b>Street Address:</b>	38 Fountain Square Plaza
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45263
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3563488	KONA ICE
Registration Number:	3625423	
Registration Number:	4410379	KONA ICE
Registration Number:	4839900	TROPICAL SHAVED KONA ICE KONA-ICE.COM K
Registration Number:	4807108	K KONA ICE TROPICAL SHAVED KONA ICE
Registration Number:	4194476	
Registration Number:	4198450	
Registration Number:	6264006	BE GOOD. DO GOOD. FOR GOOD.
Registration Number:	4309830	FLAVORWAVE
Registration Number:	4309831	FLAVORWAVE
Registration Number:	5916534	MOONFLOWER
Registration Number:	4194470	
Registration Number:	4348800	
Registration Number:	6734116	TROPICAL SHAVED KONA ICE KONA-ICE.COM CA

## CORRESPONDENCE DATA

Fax Number: 5139778141

*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:** 5139778527  
**Email:** april.besl@dinsmore.com  
**Correspondent Name:** April L. Besl  
**Address Line 1:** 255 E. Fifth St., Suite 1900  
**Address Line 4:** Cincinnati, OHIO 45202

**NAME OF SUBMITTER:** April L. Besl

**SIGNATURE:** /april l besl/

**DATE SIGNED:** 01/19/2023

**Total Attachments: 10**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of October 28, 2022, is made by KONA ICE, INC., a Kentucky corporation, located at 5945 Centennial Circle, Florence, Kentucky 41042 (the “Grantor” or “Borrower”), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION located at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (the “Lender”), pursuant to that certain Credit Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), between Borrower, and the Lender.

### WITNESSETH

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guaranty and Security Agreement, of even date herewith, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Exhibit A attached hereto) (collectively, the “Trademark Collateral”), to the Lender for the benefit of the Lender to secure payment, performance and observance of the Secured Obligations.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by Grantor of a security interest therein would result in the loss by Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

**GRANTOR:**

KONA ICE, INC., a Kentucky corporation, as Grantor

By:   
\_\_\_\_\_

Name: Anthony Lamb

Title: Chief Executive Officer

**LENDER:**

FIFTH THIRD BANK, NATIONAL ASSOCIATION,  
as Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

**GRANTOR:**

KONA ICE, INC., a Kentucky corporation, as Grantor

By: \_\_\_\_\_

Name: Anthony Lamb

Title: Chief Executive Officer

**LENDER:**

FIFTH THIRD BANK, NATIONAL ASSOCIATION,  
as Lender

By:  \_\_\_\_\_

Name: John R. Gandy

Title: \_\_\_\_\_



ACKNOWLEDGEMENT OF LENDER

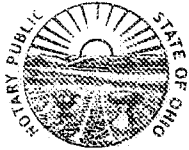
STATE OF OHIO )  
COUNTY OF Hamilton ) ss:

I hereby certify that John A. Gray, the VP of FIFTH THIRD BANK, NATIONAL ASSOCIATION, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of FIFTH THIRD BANK, NATIONAL ASSOCIATION.

Witness my hand and official seal, this the 27<sup>th</sup> day of October, 2022.

My commission expires: 3-6-2026

  
Notary Public


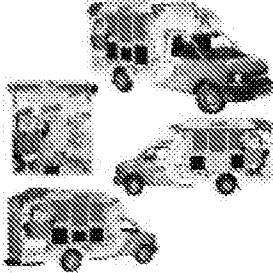
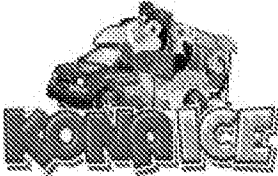






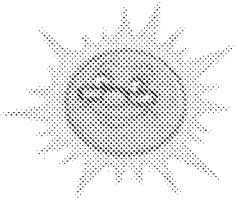
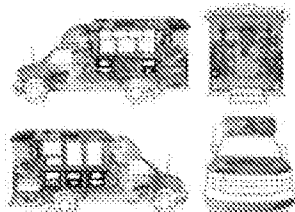
EBONY BALTER  
Notary Public  
State of Ohio  
My Comm. Expires  
March 6, 2026



**EXHIBIT A**

**Kona Ice, Inc. - Trademarks**

<b>Mark</b>	<b>Registration Date/Filing Date</b>	<b>Registration No./Serial No.</b>
KONA ICE	January 20, 2009	3,563,488
PENGUIN DESIGN 	May 26, 2009	3,625,423
KONA ICE	October 1, 2013	4,410,379
	October 27, 2015	4,839,900
	September 8, 2015	4,807,108
	August 21, 2012	4,194,476
	August 28, 2021	4,198,450
BE GOOD. DO GOOD. FOR GOOD.	February 9, 2021	6,264,006
FLAVORWAVE	March 26, 2013	4,309,830
	March 26, 2013	4,309,831

MOONFLOWER	November 19, 2019	5,916,534
	August 21, 2012	4,194,470
	June 11, 2013	4,348,800
	May 24, 2022	6,734,116