

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796150

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900745302		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobile Coffee Company, LLC		10/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6694159	TRAVELIN' TOM'S COFFEE TRUCK	
Registration Number:	6701459	TRAVELIN' TOM'S	
Serial Number:	90646233	TRAVELIN' TOM'S COFFEE TRUCK	
Serial Number:	90645790	TRAVELIN' TOM'S	
Serial Number:	90646261	TOM'S COFFEE TRUCK	
CORRESPONDENCE DATA			
Fax Number:	5139778141		
<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:	5139778200		
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:	03/21/2023		

Total Attachments: 9

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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 MOBILE COFFEE COMPANY, LLC, a Delaware limited liability company, located at 5945 Centennial Circle, Florence, Kentucky 41042 (the “Grantor”), 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 KONA ICE, INC., a Kentucky corporation (“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.

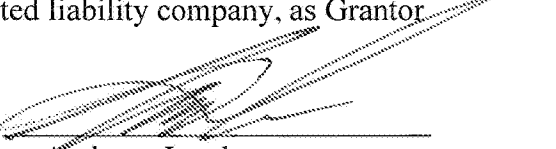
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[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:

MOBILE COFFEE COMPANY, LLC, a Delaware limited liability company, 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:

MOBILE COFFEE COMPANY, LLC, a Delaware limited liability company, as Grantor

By: _____

Name: Anthony Lamb

Title: Chief Executive Officer

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Lender

By:  _____

Name: Jan R Gray

Title: VP

Signature Page to Grant of Security Interest in Trademark Rights

ACKNOWLEDGEMENT OF GRANTOR

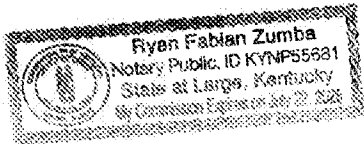
STATE OF KENTUCKY)
) ss:
COUNTY OF Boone)

I hereby certify that Anthony Lamb, the Chief Executive Officer of MOBILE COFFEE COMPANY, LLC, a Delaware limited liability company, 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 MOBILE COFFEE COMPANY, LLC.

Witness my hand and official seal, this the 27 day of October, 2022.

My commission expires:


Notary Public



ACKNOWLEDGEMENT OF LENDER

STATE OF OHIO)
) ss:
COUNTY OF Hamilton)

I hereby certify that John R. Gray, the UP 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 27th 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

Mobile Coffee Company, LLC - Trademarks

Mark	Registration Date/Filing Date	Registration No./Serial No.
TRAVELIN' TOM'S COFFEE TRUCK	April 5, 2022	6,694,159
TRAVELIN' TOM'S	April 12, 2022	6,701,459
TRAVELIN' TOM'S COFFEE TRUCK	April 14, 2021	90,646,233
TRAVELIN' TOM'S	April 14, 2021	90,645,790
TOM'S COFFEE TRUCK	April 14, 2021	90,646,261