

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drink LMNT, Inc.		04/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	IL1-0874 L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6098916	LMNT ELEMENTAL LABS	
Registration Number:	6099594	LMNT ELEMENTAL LABS CITRUS SALT RECHARGE	
Registration Number:	6984164	LMNT	
Serial Number:	88456799	LMNT ELEMENTAL LABS	
Serial Number:	97278828	DRINK LMNT	
Serial Number:	97519046	LMNT	
Serial Number:	97216115	STAY SALTY	
Serial Number:	97558800	STAY SALTY	
Serial Number:	97558841	SALTY AF	
Serial Number:	97558875	NO DODGY INGREDIENTS	
Serial Number:	97558887	HEALTH THROUGH HYDRATION	
Serial Number:	97558900	THIS SALT IS ON A MISSION	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		

CH \$315.00 6098916

Correspondent Name: Nancy Graham c/o WINSTEAD PC
Address Line 1: 2728 N. Harwood Street
Address Line 2: Suite 500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 13312-771

NAME OF SUBMITTER: Nancy Graham

SIGNATURE: /Nancy Graham/

DATE SIGNED: 04/21/2023

Total Attachments: 6

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April 11, 2023

TRADEMARK SECURITY AGREEMENT

WHEREAS, Drink LMNT, Inc., a Delaware corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the IP Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as said Pledge and Security Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of the Grantor, and JPMorgan Chase Bank, N.A., as lender (on behalf of itself and the other Secured Parties, the "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, trademark registrations, trademark applications and IP Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property (the "IP Licenses"), each of which is referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

Notwithstanding the foregoing, the term "Trademark Collateral" and the foregoing grant shall not include, and no security interest shall attach to, any Excluded Property.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark 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.

[Signatures On Following Page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

DRINK LMNT, INC.

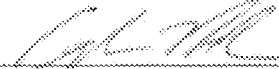
By: _____

Name: James Murphy

Title: Chief Executive Officer

SECURED PARTY:

JPMORGAN CHASE BANK, N.A

By:  _____

Name: Colin Ruska

Title: Authorized Officer

Schedule 1
to Trademark
Security Agreement

Application or Registration #	Title	Description	File Date	Grant Date	Country
6098916	"LMNT Elemental Labs"	Mark: Design Plus Words, Letters and/or Numbers	June 3, 2019	July 14, 2020	USA
88456799	"LMNT ELEMENTAL LABS"	Mark: Design Plus Words, Letters and/or Numbers	June 3, 2019	Pending	USA
6099594	"LMNT ELEMENTAL LABS CITRUS SALT RECHARGE ELECTROLYTE DRINK MIX 1000 MG SODIUM 200 MG POTASSIUM 60 MG MAGNESIUM NO SUGAR 2G CARBS"	Mark: Design Plus Words, Letters and/or Numbers	September 24, 2019	July 14, 2020	USA
6984164	"LMNT"	Mark: Design Plus Words, Letters and/or Numbers	January 12, 2022	February 21, 2023	USA
97278828	"DRINK LMNT"	Mark: Standard Character Mark	February 22, 2022	Pending	USA
97519046	"LMNT"	Mark: Standard Character Mark	July 25, 2022	Pending	USA
97216115	"STAY SALTY"	Mark: Standard Character Mark	January 12, 2022	Pending	USA
97558800	"STAY SALTY"	Mark: Standard Character Mark	August 22, 2022	Pending	USA
97558841	"SALTY AF"	Mark: Standard Character	August 22, 2022	Pending	USA

Application or Registration #	Title	Description	File Date	Grant Date	Country
		Mark			
97558875	“NO DODGY INGREDIENTS”	Mark: Standard Character Mark	August 22, 2022	Pending	USA
97558887	“HEALTH THROUGH HYDRATION”	Mark: Standard Character Mark	August 22, 2022	Pending	USA
97558900	“THIS SALT IS ON A MISSION”	Mark: Standard Character Mark	August 22, 2022	Pending	USA

Domain Name	Registered Owner	Domain Registration Provider	Additional Information
drinklmnt.com	Drink LMNT, Inc. (contact Jeremy Barr)	Google Domains	Whois drinklmnt.com Link for additional information