

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868772

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MPL Brands NV Inc.		01/10/2024	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	6735384	AGAVIDA	
Registration Number:	6769765	AGAVIDA	
Registration Number:	6323199	ALL THE HANG WITHOUT THE OVER	
Registration Number:	6853171	ALWAYS FERMENTED, NEVER DISTILLED	
Serial Number:	90837352	ARTISTA	
Registration Number:	7007975	BIG SIPZ	
Registration Number:	6487371	DOUGH BALL	
Registration Number:	5940170	ELOSSA	
Registration Number:	5565918	FERMENTED AND FIZZY	
Registration Number:	6741376	GLORIA	
Registration Number:	5723472	KOMBUCHA WITH A KICK	
Registration Number:	6853170	KYLA	
Registration Number:	5466384	KYLA	
Registration Number:	5130541	LA VIDA BONITA	
Registration Number:	6160243	MYSTIC REEF	
Registration Number:	6881533	PLAYA CANTINA	
Registration Number:	6728169	RANCHO LA GLORIA	
Registration Number:	4365424	RANCHO LA GLORIA	
Registration Number:	6722207	RANCHO LA GLORIA HAND CRAFTED	

CH \$640.00 6735384

Property Type	Number	Word Mark
Registration Number:	6776575	SOLRITA
Registration Number:	6143566	SUNBREAK SERIES
Registration Number:	6149573	SUNSET TRIO
Registration Number:	5741323	THE FUTURE IS FIZZY
Registration Number:	5614269	UNO MAS
Serial Number:	90837353	LUNA DE ORO

CORRESPONDENCE DATA

Fax Number: 2027393001
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: 2027395866
Email: felicia.gordon@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397.05.0809
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	01/17/2024

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of January 10, 2024, by and between **MPL BRANDS NV INC.**, a Nevada corporation (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.** (the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Lender that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Lender a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender with the United States Patent and Trademark Office;

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, 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby pledges, collaterally assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising, except for any Excluded Assets (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and licenses with respect to Trademarks 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 license with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including 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 license with respect to Trademarks.

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 Grantor to Lender and the other Secured Parties, 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 Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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 the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Subject to the terms of the Credit Agreement, delivery of an executed counterpart of a signature page of this Trademark Security Agreement that is an Electronic Signature (as defined in the Credit Agreement) transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURISDICTION, WAIVER OF JURY TRIAL, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.09 AND 8.10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Pages Follow]

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.

GRANTOR:

MPL BRANDS NV INC.,
a Nevada corporation

By: 

Name: Michael Patane

Title: Chief Executive Officer

[MPL -- Signature Page to Trademark Security Agreement]


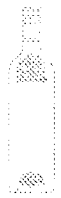
LENDER:


JPMORGAN CHASE BANK, N.A.

By: *Manju Manwani*
Name: Manju Manwani
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Owner/Grantor</u>	<u>Mark</u>	<u>U.S. Registration/Application Number</u>	<u>U.S. Registration/Application Date</u>
MPL Brands NV Inc.	AGAVIDA	6735384	May 24, 2022
MPL Brands NV Inc.		6769765	June 21, 2022
MPL Brands NV Inc.	ALL THE HANG WITHOUT THE OVER	6323199	April 13, 2021
MPL Brands NV Inc.	ALWAYS FERMENTED, NEVER DISTILLED	6853171	September 20, 2022
MPL Brands NV Inc.	ARTISTA	90837352	July 20, 2021
MPL Brands NV Inc.	BIG SIPZ	7007975	March 21, 2023
MPL Brands NV Inc.	DOUGH BALL	6487371	September 14, 2021
MPL Brands NV Inc.	ELOSSA	5940170	December 17, 2019
MPL Brands NV Inc.	FERMENTED AND FIZZY	5565918	September 18, 2018
MPL Brands NV Inc.	GLORIA 	6741376	May 24, 2022
MPL Brands NV Inc.	KOMBUCHA WITH A KICK	5723472	April 9, 2019
MPL Brands NV Inc.	KYLA	6853170	September 20, 2022

MPL Brands NV Inc. ¹	KYLA	5466384	May 8, 2018
MPL Brands NV Inc.	LA VIDA BONITA	5130541	January 24, 2017
MPL Brands NV Inc.	LUNA DE ORO	90837353	July 20, 2021
MPL Brands NV Inc.	MYSTIC REEF	6160243	September 22, 2020
MPL Brands NV Inc.	PLAYA CANTINA	6881533	October 18, 2022
MPL Brands NV Inc.	RANCHO LA GLORIA	6728169	May 24, 2022
MPL Brands NV Inc.	RANCHO LA GLORIA	4365424	July 9, 2013
MPL Brands NV Inc.	RANCHO LA GLORIA HAND CRAFTED 	6722207	May 24, 2022
MPL Brands NV Inc.	SOLRITA	6776575	June 28, 2022
MPL Brands NV Inc.	SUNBREAK SERIES	6143566	September 1, 2020
MPL Brands NV Inc.	SUNSET TRIO	6149573	September 8, 2020
MPL Brands NV Inc.	THE FUTURE IS FIZZY	5741323	April 30, 2019
MPL Brands NV Inc.	UNO MAS	5614269	November 27, 2018

¹ MPL Brands NV Inc. purchased this Trademark pursuant to that certain Asset Purchase Agreement, dated November 16, 2022 by and among MPL Brands NV INC., Kayla, Inc. and C Marketing Concepts, Inc., an Oregon corporation. At the time of execution of this Trademark Security Agreement ownership had not been updated with the United States Patent and Trademark Office.