

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zevia LLC		04/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stonegate Asset Company II, LLC		
Street Address:	123 North Wacker Drive, Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3641298	ZEVIA	
Registration Number:	4502510	ZEVIA ZERO CALORIE SODA	
Registration Number:	4522737	ZEVIA ZERO CALORIE SODA	
Registration Number:	4830867	ZEVIA	
Registration Number:	4830931	ZEVIA	
Serial Number:	88329597	LIVE YOUR BEST	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, Suite 2900		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	04/16/2019		

OP \$165.00 3641298

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Agreement*”), dated as of April 15, 2019 is made by **ZEVIA LLC**, a Delaware limited liability company (the “*Assignor*”), in favor of **STONEGATE ASSET COMPANY II, LLC**, a Delaware limited liability company with a place of business at 123 North Wacker Drive, Suite 1160, Chicago, IL 60606 (“*Lender*”).

RECITALS:

Assignor has executed and delivered to Lender a Credit Agreement dated on or about the date hereof (the “*Credit Agreement*”) and other agreements, documents and instruments contemplated by the transactions set forth in the Credit Agreement. The Credit Agreement, together with all agreements, documents and instruments executed and/or delivered to Lender by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the “*Loan Documents*”. Pursuant to the terms of the Credit Agreement, Assignor is liable for the payment and performance of the “*Obligations*” (as such term is defined in the Credit Agreement) as further described therein. Pursuant to the terms of the Credit Agreement and this Agreement, Assignor is granting to Lender a security interest in and to the “*Intellectual Property Collateral*” (defined below) in order to secure repayment of Obligations pursuant to the Credit Agreement.

AGREEMENT:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral. Assignor hereby grants to the Lender for its benefit a present and continuing first priority lien and security interest in and to all of its right, title and interest in, to and under the following (“*Intellectual Property Collateral*”):

(a) all Trademarks of the Assignor, including without limitation those listed on Exhibit A hereto (the “*Trademark Collateral*”);

(b) all Patents of the Assignor, including without limitation those listed on Exhibit B hereto (the “*Patent Collateral*”);

(c) all Copyrights of the Assignor, including without limitation those listed on Exhibit C hereto (the “*Copyright Collateral*”);

(d) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) all licenses or other rights to use any of the Copyright Collateral, Patent Collateral or Trademark Collateral, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) all amendments, extensions, renewals and reexaminations of the Copyrights, Trademarks or Patents;

(g) all goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral; and

(h) all income, royalties, and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application filed with the U.S. Patent and Trademark Office ("*PTO*") for which a statement of use has not been filed with the PTO.

SECTION 3. Intellectual Property Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement, and Assignor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents.

SECTION 4. Termination. Upon payment in full of all of the Obligations and the termination of the Credit Agreement in accordance with its terms, upon the written request of the Assignor, and at the sole expense of the Assignor, Lender (without representation, warranty or recourse) shall execute and deliver to the Assignor an instrument, in form and substance reasonably satisfactory to Lender, in writing in recordable form releasing the lien and security interest of the Lender in the Intellectual Property Collateral granted under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

SECTION 6. Construction if Multiple Assignors. If this Agreement is executed by two (2) or more persons/entities as Assignor, unless otherwise specifically provided for herein all representations, covenants, agreements, rights, liabilities and obligations of Assignor in this Agreement shall be made, granted to or borne, as applicable, jointly and severally by such persons/entities, and Lender may enforce any and all rights, remedies and benefits of Lender under this Agreement against such persons/entities jointly and/or severally as Lender may elect in Lender's sole discretion.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

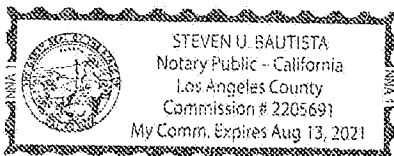
State of California)
County of Los Angeles)

On April 10, 2019 before me, Steven U. Bautista, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Padraic Spence
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Intellectual Property Security Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A
Trademark Collateral




APPLICATION NUMBER	REGISTRATION NUMBER	WORD MARK	REGISTERED OWNER	STATUS	LOGO	COUNTRY
78-856943	3,641,298	ZEVIA	Zevia LLC	Registered	N/A	United States of America
N/A	N/A	DR. ZEVIA	Zevia LLC	Registered	N/A	United States of America
N/A	N/A	LEMON LIME TWIST	Zevia LLC	Registered	N/A	United States of America
N/A	N/A	MOUNTAIN ZEVIA	Zevia LLC	Registered	N/A	United States of America
85-727413	4,502,510	ZEVIA ZERO CALORIE SODA & B&W Design	Zevia LLC	Registered		United States of America
85-727407	4,522,737	ZEVIA ZERO CALORIE SODA & Color Design	Zevia LLC	Registered		United States of America
86-545178	4,830,867	ZEVIA (Stylized in Color)	Zevia LLC	Registered		United States of America
86-546900	4,830,931	ZEVIA	Zevia LLC	Registered	N/A	United States of America
88-329597	N/A	LIVE YOUR BEST	Zevia LLC	Application Filed	N/A	United States of America

EXHIBIT B
Patent Collateral

None.

EXHIBIT C
Copyright Collateral

Property	Registered Owner	Reg. No.	Description	Country
ZEVIA LABELS (ALL) ©2009	Zevia LLC	VA00001676111	LABEL COPYRIGHT PROTECTION	United States of America
ZEVIA COLA CAN LABEL ©2006	Drinkzevia, Ltd.	VA00001407070	Visual Material	United States of America
ZEVIA ORANGE CAN LABEL ©2006	Drinkzevia, Ltd.	VA00001407072	Visual Material	United States of America
ZEVIA TWIST CAN LABEL ©2006	Drinkzevia, Ltd.	VA00001407071	Visual Material	United States of America