

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KJ Holding Corp.		03/25/2021	Corporation: DELAWARE
King Juice Company, Inc.		03/25/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Johnson Bank		
Street Address:	333 East Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Banking Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3130178	CALYPSO	
Registration Number:	2716283		
Registration Number:	5865911	CALYPSO	
Serial Number:	90224872	CALYPSO	
Serial Number:	90224884	CALYPSO	
Registration Number:	5909904	CALYPSO	
Serial Number:	90224887	CALYPSO SPIKED ISLAND	
Registration Number:	5909905	CALYPSO TASTE OF THE ISLANDS	
Registration Number:	5909906	CALYPSO TASTE OF THE ISLANDS	
Serial Number:	90106664	SPIKED ISLAND	
Registration Number:	4012324	TEAMONADE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
TRADEMARK			

CH \$290.00 3130178

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Heidi R. Thole

SIGNATURE: /hrt/

DATE SIGNED: 04/03/2021

Total Attachments: 9

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Agreement"), dated as of March 25, 2021, among KJ Holding Corp., a Delaware corporation ("KJ Holding"), King Juice Company, Inc., a Wisconsin corporation ("King Juice" and together with KJ Holding, each a "Debtor" and collectively, the "Debtors"), and JOHNSON BANK, as collateral agent for the Benefited Parties (as defined in the Security Agreement) (in such capacity, the "Secured Party").

RECITALS

A. The Debtors, the Secured Party and the various lenders party thereto, entered into a Credit Agreement, dated as of July 31, 2017, as amended to date (as so amended, the "Original Credit Agreement").

B. In connection with the Original Credit Agreement, the Debtors entered into (i) that certain Trademark Security Agreement, dated as of July 31, 2017 (the "Original Trademark Security Agreement") and (ii) that certain Security Agreement, dated as of July 31, 2017 (the "Original Security Agreement").

C. The Debtors, the Secured Party and the various lenders party thereto (collectively, the "Lenders"), are entering into an Amended and Restated Credit Agreement, dated as of the date hereof (such agreement, as may be amended, revised, supplemented or restated from time to time, the "Restated Credit Agreement"), and the Lenders have agreed to make available to the Debtors certain credit facilities and other financial accommodations pursuant to the terms and subject to the conditions set forth in the Restated Credit Agreement.

D. Reference is made to that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Debtors and the Secured Party, which (i) secures the Obligations (as defined in the Security Agreement) as provided in the Security Agreement and (ii) restates the Original Security Agreement;

E. Pursuant to the terms of the Security Agreement, the Debtors have granted to the Secured Party, for the benefit of the Benefited Parties, a security interest in substantially all the assets of the Debtors (excluding Excluded Property as defined in the Security Agreement), including all right, title and interest of the Debtors in, to and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations; and

F. The Benefited Parties require, as a condition to entering into the Restated Credit Agreement, that the Debtors execute and deliver this Agreement.

G. In connection therewith, the Debtors and the Secured Party have agreed to amend and restate the Original Trademark Security Agreement pursuant to the terms and conditions hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors (a) agree to amend and restate the Original Trademark Security Agreement in its entirety and (b) hereby grant to the Secured Party, for the benefit of the Benefited Parties, to secure the Obligations, and (if applicable) ratify and reaffirm a prior grant of, a continuing security interest in all of the Debtors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. The Trademarks registered with a United States Governmental Authority or for which applications for such registration have been filed which are referred to in Schedule 1 annexed hereto; and

2. all products and proceeds of the foregoing (collectively referred to as the "**Trademark Collateral**").

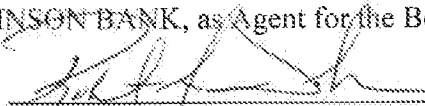
This security interest is granted in conjunction with the security interests granted to the Secured Party, for itself and on behalf of the other Benefited Parties, pursuant to the Security Agreement. The Debtors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Wisconsin. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement, shall be brought only in courts of the state of Wisconsin located in Milwaukee County or the Federal Court for the Eastern District of Wisconsin and the debtors consent to the jurisdiction of such courts, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

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IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

JOHNSON BANK, as Agent for the Benefited Parties

By:  _____

Name: Robert A. Nielsen

Title: Senior Vice President

KJ HOLDING CORP.

By: _____

Name: Rick J. Weina

Title: Chief Financial Officer

KING JUICE COMPANY, INC.

By: _____

Name: Rick J. Weina

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

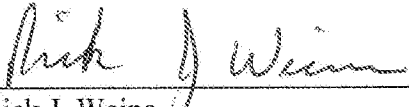
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IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

JOHNSON BANK, as Agent for the Benefited Parties

By: _____
Name: Robert A. Nielsen
Title: Senior Vice President

KJ HOLDING CORP.

By: 
Name: Rick J. Weina
Title: Chief Financial Officer

KING JUICE COMPANY, INC.

By: 
Name: Rick J. Weina
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

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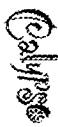

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
Trademark Collateral

Trademark Registrations and Applications

See Exhibit A attached hereto.

Exhibit A

Trademarks

Country	Trademark	Status	App. / Reg. No.	App. / Reg. Date	Goods / Services	Owner
US	CALYPSO Stylized 	Renewed	App 76078496 Reg 3130178	App 27-JUN-2000 Reg 15-AUG-2006	int. cl. 32 lemonade	King Juice Company, Inc.
US	Jolo Logo 	Renewed	App 76192008 Reg 2716283	App 08-JAN-2001 Reg 13-MAY-2003	int. cl. 32 non-alcoholic beverages, namely, juices and fruit drinks, [sports drinks] and soft drinks	King Juice Company, Inc.
US	CALYPSO	Registered	App 88134601 Reg 5865911	App 27-SEP-2018 Reg 24-SEP-2019	int. cl. 30 tea based beverages; tea based beverages with fruit flavoring; beverages made of tea; tea with fruit flavoring and lemonade int. cl. 32 non-alcoholic juices and fruit drinks, soft drinks, lemonade; limeade	King Juice Company, Inc.
US	CALYPSO	Published	App 90224872 Reg ----	App 30-SEP-2020 Reg ----	int. cl. 33 flavored alcoholic malt-based beverages, excluding beers; hard seltzer; hard seltzer containing lemonade; hard seltzer containing limeade	King Juice Company, Inc.
US	CALYPSO & DESIGN	Published	App 90224884 Reg ----	App 30-SEP-2020 Reg ----	int. cl. 33 flavored alcoholic malt-based beverages, excluding beers; hard seltzer; hard seltzer containing lemonade; hard seltzer containing limeade	King Juice Company, Inc.

Country	Trademark	Status	App. / Reg. No.	App. / Reg. Date	Goods / Services	Owner
US	CALYPSO (& Design)	Registered	App 88134607 Reg 5909904	App 27-SEP-2018 Reg 12-NOV-2019	int. cl. 30 tea based beverages; tea based beverages with fruit flavoring; beverages made of tea; tea with fruit flavoring and lemonade int. cl. 32 non-alcoholic juices and fruit drinks, soft drinks, lemonade; limeade	King Juice Company, Inc.
US	CALYPSO SPIKED ISLAND	Pending	App 90224887 Reg -----	App 30-SEP-2020 Reg -----	int. cl. 33 flavored alcoholic malt-based beverages, excluding beers; hard seltzer; hard seltzer containing lemonade; hard seltzer containing limeade	King Juice Company, Inc.
US	CALYPSO TASTE OF THE ISLANDS	Registered	App 88134614 Reg 5909905	App 27-SEP-2018 Reg 12-NOV-2019	int. cl. 30 tea based beverages; tea based beverages with fruit flavoring; beverages made of tea; tea with fruit flavoring and lemonade int. cl. 32 non-alcoholic juices and fruit drinks, soft drinks, lemonade; limeade	King Juice Company, Inc.
US	CALYPSO TASTE OF THE ISLANDS (& Design)	Registered	App 88134633 Reg 5909906	App 27-SEP-2018 Reg 12-NOV-2019	int. cl. 30 tea based beverages; tea based beverages with fruit flavoring; beverages made of tea; tea with fruit flavoring and lemonade int. cl. 32 non-alcoholic juices and fruit drinks, soft drinks, lemonade; limeade	King Juice Company, Inc.

Country	Trademark	Status	App. / Reg. No.	App. / Reg. Date	Goods / Services	Owner
US	SPIKED ISLAND	Pending	App 90106664 Reg ----	App 11-AUG-2020 Reg ----	int. cl. 30 tea based beverages; tea based beverages with fruit flavoring; beverages made of tea; tea with fruit flavoring and lemonade int. cl. 32 non-alcoholic juices and fruit drinks, soft drinks, lemonade; limeade	King Juice Company, Inc.
US	TEAMONADE	Registered	App 85224365 Reg 4012324	App 24-JAN-2011 Reg 16-AUG-2011	int. cl. 30 tea based beverages; tea based beverages with fruit flavoring; beverages made of tea; tea with fruit flavoring and lemonade	KJ Holding Corp.

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RECORDED: 04/03/2021