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OMB Collection 0851-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

FBC Finance Company

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other: \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) March 2, 2009

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

☐ Yes

☒ No

Additional names, addresses, or citizenship attached?

Name: Wachovia Bank, National Association

Internal  
Address: \_\_\_\_\_

Street Address: 251 South Lake Avenue, Suite 900

City: Pasadena

State: CA

Country: \_\_\_\_\_

Zip: 91101

☒ Association Citizenship USA

☐ General Partnership Citizenship \_\_\_\_\_

☐ Limited Partnership Citizenship \_\_\_\_\_

☐ Corporation Citizenship \_\_\_\_\_

☐ Other \_\_\_\_\_

☐ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 900-342-3678

Fax Number: 900-962-7049

Email Address: cls-uds@albany@welterskiuwerts.com

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 1,065.00

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 11/09

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

Mercedes Ferras

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document 27

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

USP \$1065.00 77662330

700402096

TRADEMARK  
REEL: 003950 FRAME: 0760

# MITCHELL SILBERBERG & KNUPP LLP

## Trademark Inventory

Report Created: 2/26/2009 12:14:19 PM

<u>Applicant Name</u>	<u>Trademark</u>	<u>Country</u>	<u>Renewal Due</u>				
<u>Client Name</u>		<u>Classes</u>					
<u>Docket #</u>	<u>App. #</u>	<u>Reg. #</u>	<u>Prior Reg. #</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Next Action due</u>	
FBC FINANCE CO.		BREWMATIC & Coffee Cup Design				Australia	?
FARMER BROS. CO.						11 & 21	
983791	1139487			Oct 6, 2006		Pending	
ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS PRIMARILY FOR COMMERCIAL USE; ELECTRIC HOT PLATES; ELECTRIC COFFEE MAKERS PRIMARILY FOR COMMERCIAL USE, in International Class 11; BEVERAGE DISPENSERS PRIMARILY FOR COMMERCIAL USE, in International Class 21.							
FBC FINANCE CO.		BREWMATIC & COFFEE CUP Design				Canada	July 21, 2020
FARMER BROS. CO.						no classification for Canada	
037843	1,195,424	TMA644,777		Oct 31, 2003	Jul 21, 2005	July 21, 2020 - File Renewal	
ELECTRICALLY OPERATED COFFEE BREWING APPARATUS, ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS; ELECTRICALLY OPERATED WARMING AND HOT PLATES, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS; ELECTRICALLY OPERATED BEVERAGE DISPENSERS.							
FBC FINANCE CO.		BREWMATIC & COFFEE CUP Design				China	November 28, 2015
FARMER BROS. CO.						11	
037845	3892989	3892989		Jan 18, 2004	Nov 28, 2005	November 28, 2015 - File Renewal	
ELECTRICALLY OPERATED COFFEE BREWING APPARATUS, ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS; ELECTRICALLY OPERATED WARMING AND HOT PLATES, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS; ELECTRICALLY OPERATED BEVERAGE DISPENSERS, IN INTERNATIONAL CLASS 11							
FBC FINANCE CO.		BREWMATIC & COFFEE CUP Design				Indonesia	April 28, 2014
FARMER BROS. CO.						11	
037849	D00,2004,11521	IDM000057001		Apr 28, 2004	Nov 25, 2005	April 28, 2014 - File Renewal	
ELECTRICALLY OPERATED COFFEE BREWING APPARATUS, ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS; ELECTRICALLY OPERATED WARMING AND HOT PLATES, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS; ELECTRICALLY OPERATED BEVERAGE DISPENSERS, IN INTERNATIONAL CLASS 11							

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Client Name	Classes					
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FBC FINANCE CO.	BREWMATIC & COFFEE CUP Design	Japan				January 7, 2015
FARMER BROS. CO.		11				
031847	2003-096840	4830009		Oct 29, 2005	Jan 7, 2005	January 7, 2015 - File Renewal
ELECTRICALLY OPERATED COFFEE BREWING APPARATUS, ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS; ELECTRICALLY OPERATED WARMING AND HOT PLATES, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS; ELECTRICALLY OPERATED BEVERAGE DISPENSERS, IN INTERNATIONAL CLASS 11						
FBC Finance Co.	BREWMATIC	Mexico				May 31, 2011
FARMER BROS. CO.		11				
983740	196711	196711		May 31, 1981		May 31, 2011 - File Renewal
CUTLERY, MACHINES, TOOLS AND PARTS THEREOF, INCLUDING GROUND COFFEE AND BEVERAGES, MANUALLY OPERATED DISPENSERS						
FBC FINANCE CO.	BREWMATIC & COFFEE CUP Design	Mexico				February 25, 2015
FARMER BROS. CO.		11				
037844	704,370	981669		Feb 25, 2005	Apr 24, 2007	February 25, 2015 - File Renewal
ELECTRICALLY OPERATED COFFEE BREWING APPARATUS, ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS; ELECTRICALLY OPERATED WARMING AND HOT PLATES, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS; ELECTRICALLY OPERATED BEVERAGE DISPENSERS, IN INTERNATIONAL CLASS 11						
FBC FINANCE CO.	BREWMATIC & COFFEE CUP Design	Philippines				April 2, 2017
FARMER BROS. CO.		11				
037846	4-2003-010038	4-2003-010038		Nov 3, 2003	Apr 2, 2007	April 2, 2017 - File Renewal
ELECTRICALLY OPERATED COFFEE BREWING APPARATUS, ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS; ELECTRICALLY OPERATED WARMING AND HOT PLATES, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS; ELECTRICALLY OPERATED BEVERAGE DISPENSERS, IN INTERNATIONAL CLASS 11						
FBC FINANCE CO.	BREWMATIC & COFFEE CUP Design	South Africa				?
FARMER BROS. CO.		11 & 21				
9512301						Awaiting Filing Receipt
ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS PRIMARILY FOR COMMERCIAL USE; ELECTRIC HOT PLATES; ELECTRIC COFFEE MAKERS PRIMARILY FOR COMMERCIAL USE, in International Class 11; BEVERAGE DISPENSERS PRIMARILY FOR COMMERCIAL USE, in International Class 21						

<u>Applicant Name</u>	<u>TradeMark</u>	<u>Country</u>	<u>Renewal Due</u>			
<u>Client Name</u>	<u>Class</u>					
<u>DocId.#</u>	<u>App.#</u>	<u>Reg.#</u>	<u>Prior Reg.#</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Next Action due</u>
FBC FINANCE CO.		BREWMATIC & COFFEE CUP Design			Thailand	November 5, 2013
FARMER BROS. CO.					11	
037848	535428	TM204195		Nov 5, 2003	Oct 11, 2004	November 5, 2013 - File Renewal
ELECTRICALLY OPERATED COFFEE BREWING APPARATUS. ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS; ELECTRICALLY OPERATED WARMING AND HOT PLATES, ELECTRICALLY OPERATED HOT CHOCOLATE AND ICED TEA MAKERS AND DISPENSERS; ELECTRICALLY OPERATED BEVERAGE DISPENSERS, IN INTERNATIONAL CLASS 11						
FBC FINANCE CO.		APPLE BLOSSOM			United States	December 3, 2016
FARMER BROS. CO.					30	
983772	74/488,712	2,021,164		Feb 8, 1994	Dec 3, 1996	December 3, 2016 - File Renewal
TEAS, in International Class 30.						
FBC FINANCE CO.		ARABICA RUSH			United States	April 1, 2014
FARMER BROS. CO.					31	
0621333	77/193,724	3,404,583		Jun 1, 2007	Apr 1, 2008	April 1, 2014 - USE AFFIDAVIT
COFFEE, in International Class 30.						
FBC FINANCE CO.		BREWMATIC			United States	August 15, 2018
FARMER BROS. CO.					16	
983780	73/149,436	1,099,530		Nov 21, 1977	Aug 15, 1978	August 15, 2018 - File Renewal
COFFEE FILTER PAPERS, in International Class 16.						
FBC FINANCE CO.		BREWMATIC & Coffee Cup Design			United States	July 29, 2017
FARMER BROS. CO.					11 & 21	
983791	75/940,567	2,083,159		Jan 4, 1996	Jul 29, 1997	July 29, 2017 - File Renewal
ELECTRICALLY OPERATED AUTOMATIC GROUND COFFEE DISPENSERS PRIMARILY FOR COMMERCIAL USE; ELECTRIC HOT PLATES; ELECTRIC COFFEE MAKERS PRIMARILY FOR COMMERCIAL USE, in International Class 11; BEVERAGE DISPENSERS PRIMARILY FOR COMMERCIAL USE, in International Class 21.						
FBC FINANCE CO.		CAFÉ AU LAIT (block letters)			United States	?
FARMER BROS. CO.					30	
0921940	77/662,330			Feb 3, 2009		Pending
PACKAGED COFFEE AND TEA, in International Class 30.						

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FBC FINANCE CO.	CCP AND CUP DESIGN	United States	April 3, 2013
FARMER BROS. CO.		35	
983786	412,191	956,653	Jan 10, 1972
Apr 3, 1993		April 3, 2013 - File Renewal	
RENTAL OF EQUIPMENT AND PROVIDING INGREDIENTS FOR MAKING HOT BEVERAGE AND SOUPS FOR INDUSTRY, in Class 35.			
FBC FINANCE CO.	CCP CUSTOM COFFEE PLAN & Design	United States	May 27, 2018
FARMER BROS. CO.		39	
0721560	77/231,937	3,434,591	Jul 17, 2007
May 27, 2008		May 27, 2014 - USE AFFIDAVIT	
CUSTOM FOOD AND BEVERAGE DELIVERY SERVICES, in International Class 39.			
FBC FINANCE CO.	CINNAMON SENSATION	United States	September 3, 2016
FARMER BROS. CO.		30	
983775	74/488,132	1,998,568	Feb 8, 1994
Sep 3, 1996		September 3, 2016 - File Renewal	
FLAVORED HERBAL TEA PACKAGED FOR INDIVIDUAL SERVING IN TEA BAGS, in International Class 30			
FBC FINANCE CO.	CLAREMONT	United States	August 1, 2009
FARMER BROS. CO.		29 & 30	
983769	73/697,790	1,550,322	
Aug 1, 1989		August 1, 2009 - File Renewal	
PROCESSED FOOD PRODUCTS, NAMELY, JELLY, in International Class 29 and COFFEE, in International Class 30.			
FBC FINANCE CO.	COFFEE CROWN	United States	April 7, 2012
FARMER BROS. CO.		29	
983779	74/120,756	1,682,453	Nov 15, 1990
Apr 7, 1992		April 7, 2012 - File Renewal	
NON-DAIRY CREAMER, in International Class 29			
FBC FINANCE CO.	COFFEE MAN Design	United States	August 3, 2011
FARMER BROS. CO.		11	
983674	72/350,076	917,671	Jan 30, 1970
Aug 3, 1991		August 3, 2011 - File Renewal	
ELECTRICALLY OPERATED COFFEE BREWING AND WATER HEATING UNITS FOR DOMESTIC AND COMMERCIAL USE, in International Class 11.			

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FBC FINANCE CO.			CONSISTENTLY GOOD!			United States
FARMER BROS. CO.						February 5, 2015
983746	73/423,227	1,317,485		Apr 25, 1983	Feb 5, 1985	1, 2, 29, 30, 31 & 32
CHEMICALS-NAMELY MEAT TENDERIZERS FOR INSTITUTIONAL USE, NON-STICK COATINGS FOR COOKING UTENSILS AND ARTIFICIAL SWEETENERS, in International Class 1; PAINTS-NAMELY FOOD COLORS, in International Class 2; MEATS AND PROCESSED FOODS-NAMELY NON-DAIRY CREAMERS, in International Class 29; STAPLE FOODS-NAMELY ICE CREAM TOPPINGS, COFFEE, TEA, COCOA, SUGAR, COFFEE SUBSTITUTES, SOUP MIXES, COCOA MIX, GRAVY MIX, SALT, MUSTARD, PEPPER, SAUCES (EXCLUDING APPLESAUCE AND CRANBERRY SAUCE), SPICES, WAFFLE, PANCAKE AND BISCUIT MIXES, SEASONINGS, INSTANT ICED TEA, INSTANT PUDDINGS, FLAVORED AND SWEETENED GELATIN, in International Class 30; NATURAL AGRICULTURAL PRODUCTS-NAMELY MALT, in International Class 31 and LIGHT BEVERAGES-NAMELY SYRUPS AND POWDER MIXES USED IN THE PREPARATION OF SOFT DRINKS AND NON-ALCOHOLIC BLOODY MARY MIX, in International Class 32						
FBC FINANCE CO.			CRANBERRY APPLE JUBILEE			United States
FARMER BROS. CO.						June 3, 2017
983771	74/433,015	2,067,449		Feb 8, 1994	Jun 3, 1997	30
TEAS, in International Class 30.						
FBC FINANCE CO.			CUP 'O FLAVOR			United States
FARMER BROS. CO.						January 28, 2017
983792	75/041,011	2,033,694			Jan 28, 1997	30
COFFEE, in International Class 30						
FBC FINANCE CO.			CUP O' FLAVOR & Design			United States
FARMER BROS. CO.						November 25, 2015
984026	73/025,312	1,025,829		Jun 26, 1974	Nov 25, 1975	30
COFFEE, in International Class 30						
FBC FINANCE CO.			CUSTOM PURE & Design			United States
FARMER BROS. CO.						7
0821908	77/617,828			Nov 18, 2008		11
UV WATER UNITS, in International Class 11.						
FBC FINANCE CO.			EARL GREY'S BEST			United States
FARMER BROS. CO.						August 4, 2016
983782	74/488,107	2,178,725		Feb 8, 1994	Aug 4, 1998	30
TEAS, in International Class 30.						

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FBC FINANCE CO.	ENCHANTING MOMENTS	United States	November 26, 2016
FARMER BROS. CO.		30	
983786	74/488,016	2,019,329	Feb 8, 1994
Nov 26, 1996			November 26, 2016 - File Renewal
TEAS, in International Class 30.			
FBC FINANCE CO.	ENGLISH TRADITION	United States	November 19, 2016
FARMER BROS. CO.		30	
983774	74/488,108	2,018,073	Feb 8, 1994
Nov 19, 1996			November 19, 2016 - File Renewal
TEAS, in International Class 30.			
FBC FINANCE CO.	FARMER BROTHERS COFFEE (stylized)	United States	October 4, 2015
FARMER BROS. CO.		11 & 30	
037851	78/323,502	3,003,644	Nov 5, 2003
Oct 4, 2005			October 4, 2011 - USE AFFIDAVIT
"Electrically operated coffee makers; electrically operated warming and hot plates; electrically operated hot chocolate and iced tea makers and dispensing units; electrically operated heated beverage dispensing units, in Class 11; and "Coffee in Class 30."			
FBC FINANCE CO.	FARMER BROTHERS CONSISTENTLY GOOD!	United States	May 29, 2016
FARMER BROS. CO.		30	
983690	71/617,751	627,932	Aug 16, 1951
May 29, 1956			May 29, 2016 - File Renewal
COFFEE, TEA, CHOCOLATE MIXTURE IN POWDER FORM FOR USE IN MAKING A FOOD BEVERAGE, MERINGUE POWDER, MONOSODIUM GLUTAMATE FOOD SEASONINGS, SEASONING AND TABLE SALTS, FRENCH DRESSING, SOUP BASES (CHICKEN AND BEEF), (SOY BEAN SOUP BASE AND MEAT EXTENDER), GRAVY FLAVOR AND COLOR, SPICES, PICKLING SPICE, BARBECUE SPICE, PUMPKIN PIE SPICE, LEAVES AND SEEDS FOR FOOD FLAVORING, CREAM OF TARTAR FOR FOOD PURPOSES, POULTRY SPICE SEASONING, PORK SAUSAGE SPICE SEASONING, CURRY POWDER, CHILI POWDER, PURE FLAVOR BASES AND IMITATION FLAVOR BASES FOR USE IN MAKING FOOD FLAVORING SYRUPS, PURE AND IMITATION FOOD FLAVORING EXTRACTS, FOOD COLORS, AND GELATIN DESSERT AND PUDDING POWDERS, in International Class 30.			





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FBC FINANCE CO.		FARMER BROTHERS (stylized)				United States	May 22, 2016
FARMER BROS. CO.						U.S. Class 46	
983800	71/617,750	627,463		Aug 16, 1951	May 22, 1956	May 22, 2016 - File Renewal	
COFFEE, TEA, CHOCOLATE MIXTURE IN POWDER FORM FOR USE IN MAKING A FOOD BEVERAGE, MERINGUE POWDER, MONOSODIUM GLUTAMATE FOOD SEASONING, SEASONING AND TABLE SALTS, FRENCH DRESSING, SOUP BASES (CHICKEN AND BEEF), SOY BEAN SOUP BASE AND MEAT EXTENDER, GRAVY FLAVOR AND COLOR, SPICES, PICKLING SPICE, BARBECUE SPICE, PUMPKIN PIE SPICE, LEAVES AND SEEDS FOR FOOD FLAVORING, CREAM OF TARTAR FOR FOOD PURPOSES, POULTRY SPICE SEASONING, PORK SAUSAGE SPICE SEASONING, CURRY POWDER, CHILI POWDER, PURE FLAVOR BASES AND IMITATION FLAVOR BASES FOR USE IN MAKING FOOD FLAVORING SYRUPS, IMITATION FOOD FLAVORS IN LIQUID FORM, PURE AND IMITATION FOOD FLAVORING EXTRACTS, FOOD COLORS, GELATIN DESSERT AND PUDDING POWDERS, AND BAKERS' EMULSIONS (ALMOND, LEMON AND ORANGE), in U.S. Class 46.							
FBC FINANCE CO.		FARMER BROTHERS (STYLIZED IN FOOTBALL LOGO)				United States	September 18, 2017
FARMER BROS. CO.						30	
0621376	77/660,582	3,293,093		Dec 3, 2006	Sep 18, 2007	September 18, 2013 - USE AFFIDAVIT	
COFFEE, TEA, COCOA AND SPICES, in International Class 30.							
FBC FINANCE CO.		LIVELY LEMON				United States	August 27, 2016
FARMER BROS. CO.						30	
983781	74/488,109	1,997,337		Feb 8, 1994	Aug 27, 1996	August 27, 2016 - File Renewal	
TEAS, in International Class 30.							
FBC FINANCE CO.		MELLO-CUP				United States	February 21, 2016
FARMER BROS. CO.						29 & 30	
058136	78/579,392	3,060,343		Mar 3, 2005	Feb 21, 2006	February 21, 2012 - USE AFFIDAVIT	
STRAWBERRY JAM, CONCORD GRAPE JELLY, BLACKBERRY JELLY, APPLE JELLY, MIXED FRUIT JELLY, in International Class 29; and 97% CAFFEINE FREE COFFEE PACKETS, in International Class 30.							
FBC FINANCE CO.		MELLO-CUP				United States	August 5, 2018
FARMER BROS. CO.						29 & 30	
8721690	77/334,774	3,479,735		Nov 20, 2007	Aug 5, 2008	August 5, 2014 - USE AFFIDAVIT	
STRAWBERRY JAM, CONCORD GRAPE JELLY, BLACKBERRY JELLY, APPLE JELLY, MIXED FRUIT JELLY, in International Class 29; and COFFEE, TEA, COCOA AND SPICES, in International Class 30.							

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<u>Docket #</u>	<u>App. #</u>	<u>Reg. #</u>	<u>Prior Reg. #</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Next Action due</u>
FBC FINANCE CO.	MISTY MINT	United States	February 7, 2016			
FARMER BROS. CO.		30				
983783	78/545,858	3,057,506		Jan 11, 2005	Feb 7, 2006	February 7, 2012 - USE AFFIDAVIT
TEAS, in International Class 30.						
FBC FINANCE CO.	OUR VERY BEST COFFEE AND DESIGN	United States	March 3, 2017			
FARMER BROS. CO.		30				
983767	73/494,756	1,431,383			Mar 3, 1987	March 3, 2017 - File Renewal
GROUND ROASTED COFFEE SOLD TO THE INSTITUTIONAL MARKET, in International Class 30						
FBC FINANCE CO.	PAN GUARD (block letters)	United States	March 7, 2012			
FARMER BROS. CO.		29				
983667	72/350,738	930,603		Feb 6, 1970	Mar 7, 1992	March 7, 2012 - File Renewal
VEGETABLE PRODUCT INCLUDING CAROTENE AND METHYLSILICONES IN SMALL AMOUNTS FOR CLATING THE COOKING SURFACES OF UTENSILS USED FOR GREASELESS COOKING TO PREVENT FOODS FROM STICKING. SOLD TO RESTAURANTS, OFFICES AND INSTITUTIONS AND NOT TO THE RETAIL CONSUMER MARKET, THAT IS, GROCERY STORES, HARDWARE STORES, DEPARTMENT STORES, DISCOUNT STORES, VARIETY STORES AND DRUG STORES, OR TO FIRMS WHICH COAT PANS FOR THE BAKERY TRADE, in International Class 29						
FBC FINANCE CO.	RASPBERRY ELEGANCE	United States	February 27, 2011			
FARMER BROS. CO.		30				
994624	75/663,660	2,432,205		Mar 19, 1999	Feb 27, 2001	February 27, 2011 - File Renewal
TEAS, in International Class 30.						
FBC FINANCE CO.	REFRESHINGLY MINT	United States	February 9, 2019			
FARMER BROS. CO.		30				
983808	75/451,092	2,222,838		Mar 16, 1998	Feb 9, 1999	February 9, 2019 - File Renewal
TEAS, in International Class 30.						
FBC FINANCE CO.	SIERRA BRAND & Design	United States	June 28, 2014			
FARMER BROS. CO.		29 & 30				
983770	74/420,478	1,841,952		Aug 2, 1993	Jun 28, 1994	June 28, 2014 - File Renewal
JAMS, JELLIES AND FRUIT PRESERVES, in International Class 29; PANCAKE AND WAFFLE SYRUP, in International Class 30.						

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FBC FINANCE CO.		SIERRA BRAND (stylized)		United States		May 13, 2011
FARMER BROS. CO.				U.S. Class 46		
983801	71432,341	387,305		May 13, 1941		May 13, 2011 - File Renewal
COFFEE, TEA, SPICES, EXTRACTS USED FOR FLAVORING FOODS, NAMELY, PURE VANILLA, PURE ORANGE, PURE LEMON, PURE ALMOND, IMITATION NECTAR, IMITATION STRAWBERRY, IMITATION BANANA AND GELATIN BASE DESSERTS, in U.S. Class 46.						
FBC FINANCE CO.		SIERRA HERB		United States		April 29, 2017
FARMER BROS. CO.				30		
983789	74652,053	2,053,024		Mar 27, 1995	Apr 29, 1997	April 29, 2017 - File Renewal
PROCESSED HERBS, in International Class 30.						
FBC FINANCE CO.		SIMPLY LEMON		United States		March 11, 2017
FARMER BROS. CO.				30		
983785	74487,364	2,044,052		Feb 8, 1994	Mar 11, 1997	March 11, 2017 - File Renewal
TEAS, in International Class 30.						
FBC FINANCE CO.		SOMETHIN' NEW IS BREWIN'		United States		March 6, 2017
FARMER BROS. CO.				32		
0512475	78775,462	3,215,196		Nov 14, 2005	Mar 6, 2007	March 6, 2013 - USE AFFIDAVIT
COFFEE, in International Class 32.						
FBC FINANCE CO.		SPICED ORANGE GLOW		United States		August 13, 2016
FARMER BROS. CO.				30		
983776	74488,106	1,993,826		Feb 8, 1994	Aug 13, 1996	August 13, 2016 - File Renewal
TEAS, in International Class 30						
FBC FINANCE CO.		SPICEY ORANGE DELIGHT		United States		August 13, 2016
FARMER BROS. CO.				30		
983777	74488,136	1,993,827		Feb 8, 1994	Aug 13, 1996	August 13, 2016 - File Renewal
TEAS, in International Class 30						

<u>Applicant Name</u>	<u>TradeMark</u>	<u>Country</u>	<u>Renewal Due</u>
<u>Client Name</u>		<u>Classes</u>	
<u>Docket #</u>	<u>App. #</u>	<u>Reg. #</u>	<u>Prior Reg. #</u>
<u>App. Date</u>	<u>Reg. Date</u>	<u>Next Action due</u>	
FBC FINANCE CO.	STA-WHITE	United States	October 1, 2015
FARMER BROS. CO.		1	
983766	73/488,801	1,362,767	Oct 1, 1985
			October 1, 2015 - File Renewal
			CHEMICAL POWDER FOR TREATING POTATOES AND VEGETABLES TO CONTROL DISCOLORATION, in International Class 1
FBC FINANCE CO.	VIENNA BLEND AND DESIGN	United States	August 12, 2016
FARMER BROS. CO.		30	
983768	73/558,966	1,405,167	Sep 13, 2085
			Aug 12, 1986
			August 12, 2016 - File Renewal
			PACKAGED ROASTED COFFEE FOR SALE FOR INSTITUTIONAL USE, in International Class 30
FBC FINANCE CO.	Water Drop Logo	United States	?
FARMER BROS. CO.		11	
0821907	77/617,836		Nov 18, 2009
			Pending
			UV WATER UNITS, in International Class 11.

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated March 2, 2009, is by and between FBC Finance Company, a California corporation ("Debtor"), with its chief executive office at 20333 South Normandie Avenue, Torrance, California 90502, and Wachovia Bank, National Association, a national banking association ("Secured Party"), having an office at 251 South Lake Avenue, Suite 900, Pasadena, California 91101.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Secured Party has entered or is about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Lender, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect

to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations (as defined in the Loan Agreement). This Agreement and the security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall continue so long as the Loan Agreement shall be in effect (whether during its original term or any renewal, substitution or extension thereof); provided, that, this Agreement shall automatically terminate upon the termination of the Credit Facility (as defined in the Loan Agreement), the indefeasible payment and satisfaction in full of all outstanding and unpaid Obligations in immediately available funds and the delivery of cash collateral to Secured Party (or at Secured Party's option, a letter of credit issued for the account of Debtor) to the extent required under Section 12.1 of the Loan Agreement.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, except for the non-renewal of immaterial Trademarks no longer used in the business of the Debtor as currently conducted and as proposed to be conducted in the future. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(c) below and other non-exclusive licenses that Debtor may grant from time to time in the ordinary course of business as permitted by the Loan Agreement.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party in good faith to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(f) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(g) Debtor shall notify Secured Party within thirty (30) days of filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(h) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated,

unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Default or Event of Default shall exist or have occurred as of such time. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to any of the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(i) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability or opposition, interference, and cancellation proceedings.

(j) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(l) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures



shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Rights and Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under the Loan Agreement:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor

shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Upon Secured Party's request therefore, Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Secured Party may deem expedient. No failure or delay on the part of Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

#### 5. Jury Trial Waiver, Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of California.

(b) Each of Debtor and Secured Party irrevocably consents and submits to the non-exclusive jurisdiction of the state courts of Los Angeles County, State of California or the United States District Court for the Central District of California, whichever Secured Party may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING

AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

#### 6. Miscellaneous.

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	c/o Farmer Bros. Co. 20333 South Normandic Avenue Torrance, CA 90502 Attention: Chief Executive Officer Telephone No.: Telecopy No.: 310-320-2430
with a copy to:	Anglin, Flewelling, Rasmussen, Campbell & Trytten LLP 199 S. Los Robles Ave., Suite 600 Pasadena, CA 91101 Attention: John Anglin, Esq. Telephone No.: 626-535-1900

	Telecopy No.: 626-577-7764
If to Secured Party:	Wachovia Bank, National Association 251 South Lake Avenue Suite 900 Pasadena, California 91101 Attention: Portfolio Manager Telephone No.: 626-304-4900 Telecopy No.: 626-304-4969

(b) Notices and other communications to Secured Party hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Secured Party or as otherwise determined by Secured Party. Unless Secured Party otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 6(f) hereof or the terms of the Loan Agreement or is cured in a manner satisfactory to Secured Party. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or

unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party (or in the case of any amendment or modification, also by an authorized officer of Debtor). Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FBC FINANCE COMPANY

By: *John H. Simmons*  
Name: John H. Simmons  
Title: Treasurer and CFO

WACHOVIA BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: Karen Sessions  
Title: Director

Signature Page to Trademark Agreement - Finance

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FBC FINANCE COMPANY

By: \_\_\_\_\_  
Name: John E. Simmons  
Title: Treasurer and CFO

WACHOVIA BANK, NATIONAL  
ASSOCIATION

By: Karen Sessions  
Name: Karen Sessions  
Title: Director

Signature Page on Trademark Agreement - FBC/BA

**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

**See Attached**



**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF LICENSES**

None

1227330.2

B-1

**SPECIAL POWER OF ATTORNEY**

STATE OF CALIFORNIA    )  
                                  ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me, [INSERT NAME AND TITLE OF OFFICER] personally appeared [INSERT NAME AND TITLE] \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public