

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ronnoco Coffee, LLC		07/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Madison Capital Funding LLC, as Agent
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2067017	BLUE NILE
Registration Number:	3978213	CAUTION: EXTREMELY DELICIOUS!
Registration Number:	2069429	COSTAMALA
Registration Number:	2905325	EARTH & SKY
Registration Number:	3323121	FIGHT BRAIN DRAIN!
Registration Number:	4047159	MICROCLIMATE
Registration Number:	3395633	PLENTIFUL EARTH
Registration Number:	1708501	RONNOCO
Registration Number:	2528094	SELECTED GLOBALLY ROASTED LOCALLY
Registration Number:	3275642	SIPWELL
Serial Number:	85206011	SUMATROPIA
Registration Number:	3872861	TEA IT UP
Registration Number:	3304715	XTREME CAFFEINE BY RONNOCO
Registration Number:	3079510	CLEARBROOK

OP \$390.00 2067017

**TRADEMARK**

Registration Number:

4067205

CLEARBROOK

**CORRESPONDENCE DATA**

Fax Number:

3128637865

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone:

312-201-3865

Email:

sharon.patterson@goldbergkohn.com

Correspondent Name:

Sharon Patterson, Paralegal

Address Line 1:

Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2:

Ste. 3300

Address Line 4:

Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4975.262

NAME OF SUBMITTER:

Sharon Patterson

Signature:

/sharon patterson/

Date:

08/07/2012

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2012, by RONNOCO COFFEE, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, certain affiliates of Grantor, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided therein) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

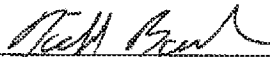
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates,

pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

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

RONNOCO COFFEE, LLC

By:   
Name: Nicholas Barker  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


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

RONNOCO COFFEE, LLC

By: \_\_\_\_\_  
Name: Nicholas Barker  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:   
Name: Michael Nativi  
Title: Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

U.S. Trademarks

Grantor	Trademark Description	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Ronnoco Coffee, LLC	Blue Nile	75106014	2067017	5/17/1996	6/3/1997
Ronnoco Coffee, LLC	Caution: Extremely Delicious	85182600	3978213	11/22/2010	6/14/2011
Ronnoco Coffee, LLC	Costamala	75105966	2069429	5/17/1996	6/10/1997
Ronnoco Coffee, LLC	Earth & Sky	76531347	2905325	7/10/2003	11/23/2004
Ronnoco Coffee, LLC	Fight Brain Drain	77101869	3323121	2/7/2007	10/30/2007
Ronnoco Coffee, LLC	Microclimat e	85167878	4047159	11/3/2010	10/25/2011
Ronnoco Coffee, LLC	Plentiful Earth	77155294	3395633	4/12/2007	3/11/2008
Ronnoco Coffee, LLC	Ronnoco	74209797	1708501	10/7/1991	8/18/1992
Ronnoco Coffee, LLC	Selected Globally Roasted Locally	75729471	2528094	6/15/1999	1/8/2002
Ronnoco Coffee, LLC	Sipwell	76492473	3275642	2/25/2003	8/7/2007
Ronnoco Coffee, LLC	Sumatropia	85206011	N/A	12/27/2010	Pending
Ronnoco Coffee, LLC	Tea It Up	77969540	3872861	3/26/2010	11/9/2010
Ronnoco Coffee, LLC	Xtreme Caffeine by Ronnoco	78920052	3304715	6/29/2006	10/2/2007
Ronnoco Coffee, LLC	Clearbrook	78610959	3079510	4/18/2005	4/11/2006
Ronnoco Coffee, LLC	Clearbrook and Design	85312549	4067205	5/4/2011	12/6/2011

State Trademarks

Trademark Description	State	Trademark Registration Number	Date of Registration	Renewal Date
Camellia	Illinois	83258	2/22/1999	2/22/2014
	Indiana	2010-0595	12/1/2010	11/30/2015
	Iowa	407738	11/29/2010	11/29/2015
	Kansas	18355	12/1/2010	12/01/2015
	Missouri	14591	2/18/1999	2/17/2019
Seattle Roast	Arizona	41867	11/23/1998	11/23/2018
	California	101781	10/2/1996	10/2/2016
	Georgia	T15698	6/24/1996	6/24/2016
	Idaho	15496	9/30/1996	9/30/2016
	Illinois	75780	12/30/1994	12/30/2014
	Indiana	5010-2891	3/6/1995	3/4/2015
	Iowa	183669	3/14/1995	3/1/2015
	Kansas	13334	1/3/1995	1/3/2015
	Kentucky	14044	9/9/1996	9/9/2016
	Michigan	MO1-298	9/25/1996	9/25/2016
	Missouri	13104	1/18/1995	1/17/2015
	New Mexico	TK96090313	9/3/1996	9/3/2016
	New York	R30519	4/11/1995	11/22/2014
	Ohio	1051820	12/21/1998	12/21/2018
	Oregon	T30913	9/10/1996	9/9/2016
	Pennsylvania	2847284	11/23/1998	11/23/2013
Tennessee	1062339	6/17/1996	6/17/2016	
Texas	55780	6/17/1996	6/17/2016	
Virginia	2946	6/18/1996	6/18/2016	
Wisconsin	N/A	3/22/1995	11/30/2014	
Clearbrook	Illinois	84730	2/8/2000	2/8/2015
Clearbrook and Design	Illinois	84729	2/8/2000	2/8/2015
	Indiana	2001-0182	4/6/2001	4/4/2016
	Kentucky	013942	4/17/2001	4/17/2016
	Missouri	14928	1/27/2000	1/26/2020



	Oklahoma	31599/1200658 7	3/26/2001	3/26/2016
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Error! Unknown document property name.

**RECORDED: 08/07/2012**

**TRADEMARK  
REEL: 004837 FRAME: 0721**