

09/07/2012

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/13)



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

103648941

TRADEMARKS ONLY

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

9-7-12

1. Name of conveying party(ies):

Dispenser Beverages, Inc., a California corporation

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 20, 2012

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: California Bank of Commerce

Street Address: 160 West Santa Clara Street, Suite 550

City: San Jose

State: California

Country: USA Zip: 95113

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- 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) _____ Text _____

B. Trademark Registration No.(s) _____

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: Wm. Thomas Lewis of Robertson & Lewis

Internal Address: _____

Street Address: 150 Almaden Blvd., Suite 950

City: San Jose

State: CA Zip: 95113

Phone Number: 408-294-3600

Docket Number: n/a

Email Address: wtl@roblewlaw.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 09/07/2012 APOLLINS 00000000 34000000

Authorized User Name _____

9. Signature:

Signature

August 24, 2012

Date

Wm. Thomas Lewis, Esq., attorney for California Bank of Commerce

Name of Person Signing

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

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

No. 4 Application number(s) or registration number(s) and identification or description of the Trademark.

Barcolini Coffee Traders

A. Trademark Application No.

B. Trademark Registration

(Serial No.) 775357377

3480033

C. Identification or Description of Trademark (and filing date if application or registration is known):

Barcolini Coffee Traders, filed on December 20, 2007, registration filing date of August 5, 2008

Revolet

A. Trademark Application No.

B. Trademark Registration

(Serial No.) 85673384

Pending

C. Identification or Description of Trademark (and filing date if application or registration is known):

Revolet, filed on July 10, 2012

Anthem

A. Trademark Application No.
85091083

B. Trademark Registration
4129310

C. Identification or Description of Trademark (and filing date if application or registration is known):

Anthem, filed on July 22, 2010, registration filing date April 17, 2012

New World

A. Trademark Application No.
85697507

B. Trademark Registration
Pending

C. Identification or Description of Trademark (and filing date if application or registration is known):

New World, application filing date is August 7, 2012

Grower's Select

A. Trademark Application No.
85696011

B. Trademark Registration
Pending

C. Identification or Description of Trademark (and filing date if application or registration is known):

Grower's Select, application filing date is August 6, 2012

**RECORDING/FILING REQUESTED BY
AND RETURN TO:**

**CALIFORNIA BANK OF COMMERCE-BUSINESS
CREDIT
3595 Mt. Diablo Blvd. Second Floor
Lafayette, CA 94549**

**COLLATERAL ASSIGNMENT; PATENT, COPYRIGHT AND TRADEMARK
MORTGAGE; AND SECURITY AGREEMENT**

This Collateral Assignment; Patent, Copyright and Trademark Mortgage; and Security Agreement (the "Agreement") is made as of August 20, 2012, by and between DISPENSER BEVERAGES, INC., a California corporation (the "Assignor"), and CALIFORNIA BANK OF COMMERCE (the "Assignee").

RECITALS

This Agreement is made with reference to the following:

A. Assignor has requested that Assignee lend to Assignor and Assignee has agreed to lend to Assignor certain funds (the "Loan"). The Loan will be evidenced by (among other things) the following (collectively and alternatively the "Loan Documents"), each of which is of even date herewith: that certain Loan and Security Agreement; this Agreement; and certain other instruments, certificates and documents executed and delivered in connection with the foregoing.

B. The Loan Documents grant Assignee a security interest in (among other things) certain trademarks, copyrights, patents, trade secrets, intellectual property, and other general intangibles of Assignor.

C. Assignor and Assignee desire to file and/or record this Agreement with the applicable federal agencies to give constructive notice of and/or perfect such security interest in accordance with this Agreement and applicable law.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation by Reference. The covenants, terms and conditions of the Loan Documents (and each of them) are hereby incorporated by reference into this Agreement, as though fully set forth herein.

2. Assignment; Patent, Copyright and Trademark Mortgage; and Grant of Security Interest. To secure the prompt, complete and timely payment and performance of all of Assignor's obligations under this Agreement and under the other Loan Documents; under any and all modifications, amendments, supplements, extensions or renewals of the Loan Documents; and under any other of Assignor's present or future indebtedness, obligations and liabilities to Assignee, Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to Assignee in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Collateral"):

2.1 Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held; provided, however, that the failure to identify or enumerate any Copyrights in the attached Exhibit A shall not impact the generality of the assignment of all such Assignor's interests in the Copyrights;

2.2 All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; provided, however, that the failure to identify or enumerate any Patents in the attached Exhibit A shall not impact the generality of the assignment of all such Assignor's interests in the Patents;

2.3 Any trademark, service mark and serviceman rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks"); provided, however, that the failure to identify or enumerate any Patents in the attached Exhibit A shall not impact the generality of the assignment of all such Assignor's interests in the Trademarks;

2.4 Any and all trade secrets, proprietary information or other intellectual property that is not capable of deriving protection as a Copyright, Patent, or Trade Mark (including, without limitation, any formula, pattern, compilation, program, device, method, technique, design right, or process that derives independent economic value [actual or potential] by not being generally known to the public or to other persons who can or could obtain economic value from their disclosure [including, without limitation, computer software and computer software products]) now or hereafter existing, created, acquired or held (collectively the "Trade Secrets");

2.5 Any and all claims for damages by way of past, present and future infringement of any of any Copyrights, Patents, Trademarks, and/or Trade Secrets 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;

2.6 All licenses or other rights to use any of the Copyrights, Patents, Trademarks, and/or Trade Secrets and all license fees and royalties arising from such use;

2.7 All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

2.8 All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE INTELLECTUAL COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE LOAN DOCUMENTS.

3. Covenants and Warranties. Assignor represents, warrants, covenants and agrees as follows:

3.1 Assignor is now the sole owner of the Intellectual Collateral, free of all the liens, encumbrances, assignments and/or security interests, except for the lien in favor of Lender and except for non-exclusive licenses granted by Assignor to its customers in the ordinary course of business;

3.2 Performance of this Agreement does not conflict with or result in a breach of any agreement to which Assignor is party or by which Assignor is bound;

3.3 During the term of this Agreement, Assignor will not transfer or otherwise encumber any interest in the Intellectual Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business;

3.4 Each of the Patents is valid and enforceable, and no part of the Intellectual Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Collateral violates the rights of any third party;

3.5 Assignor shall promptly advise Assignee of any change in Assignor's ownership rights in or to any of the Intellectual Collateral;

3.6 Assignor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignee in writing of material infringements detected, and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld;

3.7 Assignor shall promptly register the most recent version of any of Assignor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may request from time to time to perfect or continue the perfection of Assignee's interest in the Intellectual Collateral;

3.8 This Agreement creates, and in the case of after acquired Intellectual Collateral, this Agreement will create at the time Assignor first has rights in such after acquired Intellectual Collateral, in favor of Assignee a valid and perfected first priority security interest in the Intellectual Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

3.9 Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights, this Agreement and the other Loan Documents are legally sufficient to grant, create, and perfect the security interests in the Copyrights, Patents, and Trademarks;

3.10 All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Intellectual Collateral is accurate and complete in all material respects;

3.11 Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder, without Assignee's prior written consent. Assignor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Assignor's rights and interests in the Intellectual Collateral;

3.12 Upon any officer of Assignor obtaining knowledge thereof, Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any of the Intellectual Collateral, the ability of Assignor or Assignee to dispose of any of the Intellectual Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Intellectual Collateral.

4. Recordation Authorization. Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

5. Assignee's Rights. Assignee shall have the right, but not the obligation, to take any actions that Assignor is required under this Agreement to take, but which Assignor fails to take, after five (5) days' notice to Assignor. Any such action by Assignee shall be at Assignor's sole cost and expense and Assignor shall reimburse and indemnify Assignee for all costs and expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Assignor hereby grants to Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Assignor, to inspect the products and quality control records relating to the Intellectual Collateral; provided, however, nothing herein shall entitle Assignee access to Assignor's trade secrets and other proprietary information and provided that Assignee shall not have any duty or obligations to conduct any such inspections.

7. Further Assurances; Attorney in Fact.

7.1 Assignee shall have the right, power and authority to make, execute, acknowledge, deliver, file and/or record all such instruments (including, without limitation, appropriate financing and continuation statements and appropriate collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights) and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect and/or continue Assignee's security interest in all Intellectual Collateral and otherwise to carry out the intent and purposes of this Agreement or for assuring and confirming to Assignee the grant or perfection of a security interest in all Intellectual Collateral. If requested by Assignee or otherwise required by applicable law, Assignor will make, execute, acknowledge, deliver, file and/or record all such instruments (including, without limitation, appropriate financing and continuation statements and appropriate collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights) and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect and/or continue Assignee's security interest in all Intellectual Collateral and otherwise to carry out the intent and purposes of this Agreement or for assuring and confirming to Assignee the grant or perfection of a security interest in all Intellectual Collateral.

7.2 Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, to take any action and to execute any instrument which Assignee may from time to time deem necessary or advisable to accomplish the purposes of this Agreement, including:

7.2.1 Those required, in Assignee's sole discretion, to modify Exhibit A to this Agreement to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof and/or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor no longer has or claims any interest; and

7.2.2 Those required, in Assignee's sole discretion, to file one or more financing, continuation, and/or amendment statements relative to any of the Intellectual Collateral.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

8.1 An Event of Default occurs under the Loan Documents; or

8.2 Assignor breaches any covenant, warranty, representation or agreement made by Assignor in this Agreement.

9. Remedies. Upon the occurrence of an Event of Default, Assignee shall have the right to exercise all the remedies afforded under this Agreement, under the other Loan Documents, or otherwise afforded to a secured party under the California Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Intellectual Collateral and any

tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignor will pay any expenses (including attorneys' fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Collateral. All of Assignee's rights and remedies with respect to the Intellectual Collateral shall be cumulative and non-exclusive and may be exercised by Assignee concurrently, successively and in any order that Assignee may select. Assignor waives any right to require that Assignee marshal assets in connection with Assignee's liquidation of any collateral (including, without limitation, the Intellectual Collateral).

10. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignee and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, Assignor's grant of the security interest in the Intellectual Collateral to Assignee and/or any right, title and/or interest of Assignee in and to the Intellectual Collateral and (b) all losses or expenses (including without limitation attorneys fees and expenses) in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, Assignor's grant of the security interest in the Intellectual Collateral to Assignee, and/or any right, title and/or interest of Assignee in and to the Intellectual Collateral, except for losses arising from or out of Assignee's gross negligence or willful misconduct.

11. Reassignment. At such time as Assignor shall completely satisfy all of the obligations secured hereunder and under the Loan Documents (and each of them), Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revert in Assignor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

12. Course of Dealing. No course of dealing, or any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Attorneys' Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement hereof, because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions hereof, or to obtain relief from any stay or injunction imposed under applicable law on a party's right to enforce any remedies available to such party (including, without limitation, any automatic stay or injunction imposed under any provision of the United States Bankruptcy Code [as amended] or under any other bankruptcy or insolvency law, including, but not limited to, assignments for the benefit of creditors, formal or informal moratoriums, compositions or extensions with some or all creditors), the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs, separate from the judgment, incurred in enforcing such judgment. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment, and is not to be deemed merged into the judgment

14. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

16. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Assignor:

Dispenser Beverages, Inc.
2090 Farallon Drive
San Leandro, CA. 94577

ASSIGNOR:

DISPENSER BEVERAGES, INC., a California corporation

By: 

Title: President

Address of Assignee:

CALIFORNIA BANK OF COMMERCE
160 West Santa Clara Street, Suite 550
San Jose, CA 95113

ASSIGNEE:

CALIFORNIA BANK OF COMMERCE

By: 

Title: E. V. T.

NOTARLY PUBLIC
CERT ATTACHED

EXHIBIT A

LIST OF SPECIFICALLY IDENTIFIED INTELLECTUAL COLLATERAL

TRADEMARKS

Bacolini Coffee Traders, serial no. 775357377

Revolet, serial no. 85673384

Anthem, serial no. 85091083

New World, application and assigned serial number 85697507

Grower's Select, application and assigned serial number 85696011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of ALAMEDA

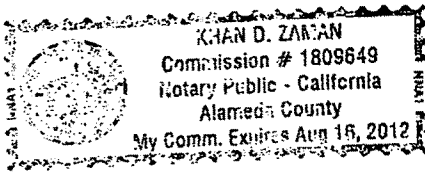
On Aug 16th 2011 before me, KHAN D. ZAMAN NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared VINCENT GENE RACCLINI
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: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

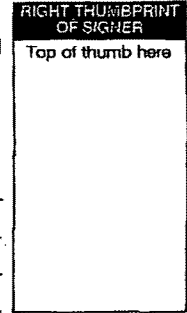
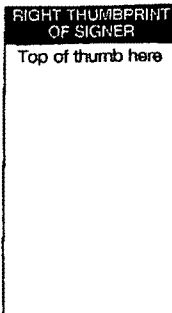
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



SBA MANDATORY LIEN DISCLOSURE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,500,000.00	08-20-2012	08-20-2022	1033661	30		***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing ***** has been omitted due to text length limitations.

Grantor: Dispenser Beverage, Inc.
2090 Farallon Drive
San Leandro, CA 94577

Lender: California Bank of Commerce
3595 Mount Diablo Blvd
2nd Floor
Lafayette, CA 94549
(925) 283-2265

This SBA MANDATORY LIEN DISCLOSURE is attached to and by this reference is made a part of the Collateral Assignment of Patents and Trademarks, dated August 20, 2012, and executed in connection with a loan or other financial accommodations between CALIFORNIA BANK OF COMMERCE and Dispenser Beverage, Inc.

The Loan secured by this lien was made under a United States Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

THIS SBA MANDATORY LIEN DISCLOSURE IS EXECUTED ON AUGUST 20, 2012.

GRANTOR:

DISPENSER BEVERAGE, INC.

By: 
Vincent G. Bacolini, C.E.O. of Dispenser Beverage, Inc.

LASER PRO Lending, Ver. 12.2.0.003 Copy: Marked Present of October, Inc. 1007, 2012. All Rights Reserved. - CA 1/06/PL/SE/00.FO TR-1020 FR-2 (04)