

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		03/27/2013	A National Banking Association: MINNESOTA

RECEIVING PARTY DATA

Name:	Arabica Funding, Inc.
Street Address:	3900 Lakebreeze Avenue N.
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55429
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Registration Number:	3309349	BOU BALM
Registration Number:	3144635	CAMPFIRE MOCHA
Registration Number:	2702490	CAMEL HIGH RISE
Registration Number:	3533290	CARIBOU
Registration Number:	2935016	CARIBOU CARD
Registration Number:	3309350	CARIBOU COFFEE
Registration Number:	2563579	CARIBOU COFFEE
Registration Number:	3931382	CARIBOU COFFEE
Registration Number:	2609319	CARIBOU COFFEE
Registration Number:	3401155	CARIBOU COFFEE
Registration Number:	2703741	CARIBOU COFFEE
Registration Number:	1839091	CARIBOU COFFEE
Registration Number:	3958971	CARIBOU COFFEE
Registration Number:	3935467	CARIBOU COFFEE

TRADEMARK

Registration Number:	3935459	CARIBOU COFFEE
Registration Number:	3878893	CARIBOU COFFEE
Registration Number:	3945509	CARIBOU COFFEE
Registration Number:	3935468	CARIBOU COFFEE
Registration Number:	3878886	CARIBOU COFFEE
Registration Number:	3935455	CARIBOU COFFEE
Registration Number:	3941677	CARIBOU COFFEE
Registration Number:	3878884	CARIBOU COFFEE
Registration Number:	2540265	CARIBOU COFFEE
Registration Number:	3841988	CARIBOU COFFEE
Registration Number:	2609338	CARIBOU COFFEE
Registration Number:	2703747	CARIBOU COFFEE
Registration Number:	1841047	CARIBOU COFFEE
Registration Number:	3295338	CARIBOU COFFEE DRIVE THRU
Registration Number:	3015347	CARIBOU COFFEE NATURAL DECAF
Registration Number:	3119854	CARIBOU COOLER
Registration Number:	3454826	CARIBREW CLUB
Registration Number:	3464487	DARK TO THE CORE. SMOOTH TO THE FINISH.
Registration Number:	2702489	DEPTH CHARGE
Registration Number:	2536350	
Registration Number:	2552455	
Registration Number:	2609320	
Registration Number:	2588045	
Registration Number:	3295337	DRIVE THRU
Registration Number:	3001647	FA LA LATTE
Registration Number:	3391448	GLACIER BLAST GUM
Registration Number:	3087256	HO HO MOCHA
Registration Number:	2536349	
Registration Number:	3388547	HOOF MINTS
Registration Number:	2702491	HOT APPLE BLAST
Registration Number:	3213974	HUG-A-BOU
Registration Number:	3162686	
Registration Number:	3162685	
Registration Number:	3162684	
Registration Number:	3183381	

	3162687	
Registration Number:	3162688	
Registration Number:	3990812	
Registration Number:	3945517	
Registration Number:	3920975	
Registration Number:	3868646	
Registration Number:	3935460	
Registration Number:	3945518	
Registration Number:	3885172	
Registration Number:	3935457	
Registration Number:	3941678	
Registration Number:	3878885	
Registration Number:	3440517	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2000062	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2967034	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2008379	LIFE IS SHORT. STAY AWAKE FOR IT.
Registration Number:	2702488	LITE WHITE BERRY
Registration Number:	3562150	MAHOGANY
Registration Number:	2702487	MINT CONDITION
Registration Number:	4107780	NORTHERN LITE
Registration Number:	3292202	OBSIDIAN
Registration Number:	3561661	ORIGIN SELECTS
Registration Number:	2888557	PERENNIAL SPRING BLEND
Registration Number:	2624819	REINDEER BLEND
Registration Number:	2828908	REINDEER NIBBLERS
Registration Number:	3352148	SNOWDRIFT
Registration Number:	3851854	TEA LATTE FUSIONS
Registration Number:	3014007	THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS
Registration Number:	2974390	THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS
Registration Number:	3014006	THE OFFICIAL COFFEE OF DAYLIGHT SAVINGS

CORRESPONDENCE DATA

Fax Number: 6785532602

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

Phone: (678) 553-2601

TRADEMARK
REEL: 005016 FRAME: 0751

Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3333 Piedmont Road, NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.011200
NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	04/29/2013

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS

This RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS, dated as of March 27, 2013 (this "Release"), is made by U.S. BANK NATIONAL ASSOCIATION, a national banking association whose mailing address is BC-MN-H03W, 800 Nicollet Mall, 3rd Floor, Minneapolis, MN 55402-7020, in its capacity as the administrative agent under the Security Agreement (as defined below) (the "Assignor"), in favor of ARABICA FUNDING, INC., a Delaware corporation whose mailing address is 368 South Service Road, Suite 120, Melville, NY 11747 (the "Assignee").

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement (as defined below).

WITNESSETH

WHEREAS, the Assignee and the Assignor are parties to that certain (i) Security Agreement, dated as of October 14, 2011 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), (ii) Intellectual Property Security Agreement, dated as of October 14, 2011 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Agreement"), and (iii) Grant of Security Interest in U.S. Trademarks, dated as of October 14, 2011 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, as security for the Assignee's prompt, punctual and faithful payment of the Secured Obligations, the Assignee granted to the Assignor a security interest in the following (collectively, the "Trademark Collateral"):

- (i) All of the Assignee's right, title and interest in and to the United States trademark and service mark registrations and use-based trademark and service mark applications set forth on Schedule 1 attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");
- (ii) Any and all claims and causes of action for past, present or future infringement of any of the Trademarks, with the right, but not the obligation, to sue for and collect damages of infringement of the Trademarks;
- (iii) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Trademarks; and
- (ii) Any and all products and proceeds of any of the foregoing.

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate and release its security interest in all right, title or interest of the Assignee in and to all of the Trademark Collateral, including, without limitation, the registrations and recordings thereof, and applications filed in connection therewith set forth in Schedule 1 attached hereto.

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

The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in all right, title or interest of the Assignee in, to and under all of the Trademark Collateral, including, without limitation, the registrations and recordings thereof, and applications filed in connection therewith set forth on Schedule 1 attached hereto, and reassigns and

transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignee.

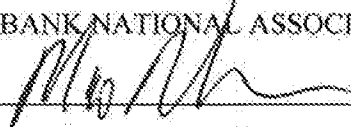
The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative to record this Release with the United States Patent and Trademark Office. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably requests, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title, and interest in or to the Trademark Collateral.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS to be duly executed and delivered by its duly authorized officer as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

By: 

Name: Martin Rosacker

Title: VP

**SCHEDULE 1
TO
RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS**

U.S. Registered Trademarks

Mark	Class	Registration. No.	Registration Date
BOU BALM	3	3,309,349	October 9, 2007
CAMPFIRE MOCHA	30	3,144,635	September 19, 2006
CARAMEL HIGH RISE	30	2,702,490	April 1, 2003
CARIBOU	30	3,533,290	November 18, 2008
CARIBOU CARD	36	2,935,016	March 22, 2005
CARIBOU COFFEE	3	3,309,350	October 9, 2007
CARIBOU COFFEE	21	2,563,579	April 23, 2002
CARIBOU COFFEE	29	3,931,382	March 15, 2011
CARIBOU COFFEE	30 & 32	2,609,319	August 20, 2002
CARIBOU COFFEE	30	3,401,155	March 25, 2008
CARIBOU COFFEE	35	2,703,741	April 8, 2003
CARIBOU COFFEE	42	1,839,091	June 7, 1994
CARIBOU COFFEE & Leaping Caribou and Shield Design	21	3,958,971	May 10, 2011
CARIBOU COFFEE & Leaping Caribou and Shield Design	25	3,935,467	March 22, 2011
CARIBOU COFFEE & Leaping Caribou and Shield Design	30	3,935,459	March 22, 2011
CARIBOU COFFEE & Leaping Caribou and Shield Design	32	3,878,893	November 23, 2010
CARIBOU COFFEE & Leaping Caribou and Shield Design	35	3,945,509	April 12, 2011
CARIBOU COFFEE & Leaping Caribou and Shield Design	36	3,935,468	March 22, 2011
CARIBOU COFFEE & Leaping Caribou and Shield Design	43	3,878,886	November 23, 2010
CARIBOU COFFEE & Leaping Caribou and Shield Design	30	3,935,455	March 22, 2011
CARIBOU COFFEE & Leaping Caribou and Shield Design	35	3,941,677	April 5, 2011
CARIBOU COFFEE & Leaping Caribou and Shield Design	43	3,878,884	November 23, 2010
CARIBOU COFFEE & Leaping Caribou Design	21	2,540,265	February 19, 2002
CARIBOU COFFEE & Leaping Caribou Design	29	3,841,988	August 31, 2010
CARIBOU COFFEE & Leaping Caribou Design	30 & 32	2,609,338	August 20, 2002
CARIBOU COFFEE & Leaping Caribou Design	35	2,703,747	April 8, 2003
CARIBOU COFFEE & Leaping Caribou Design	42	1,841,047	June 21, 1994
CARIBOU COFFEE DRIVE THRU & Leaping Caribou Design in Color	43	3,295,338	September 18, 2007
CARIBOU COFFEE NATURAL DECAF & Design	30	3,015,347	November 15, 2005
CARIBOU COOLER	32	3,119,854	July 25, 2006
CARIBREW CLUB	35	3,454,826	June 24, 2008
DARK TO THE CORE. SMOOTH TO THE FINISH.	30	3,464,487	July 8, 2008
DEPTH CHARGE	30	2,702,489	April 1, 2003

<u>Mark</u>	<u>Class</u>	<u>Registration. No.</u>	<u>Registration Date</u>
Design of Leaping Caribou	21	2,536,350	February 5, 2002
Design of Leaping Caribou	25	2,552,455	March 26, 2002
Design of Leaping Caribou	30	2,609,320	August 20, 2002
Design of Leaping Caribou	35	2,588,045	July 2, 2002
DRIVE THRU & Leaping Caribou Design in Color	43	3,295,337	September 18, 2007
FA LA LATTE	30	3,001,647	September 27, 2005
GLACIER BLAST GUM	30	3,391,448	March 4, 2008
HO HO MOCHA	30	3,087,256	May 2, 2006
Hoof Design	30	2,536,349	February 5, 2002
HOOF MINTS	30	3,388,547	February 26, 2008
HOT APPLE BLAST	32	2,702,491	April 1, 2003
HUG-A-BOU	38	3,213,974	February 27, 2007
Leaping Caribou and Background Design in Color	21	3,162,686	October 24, 2006
Leaping Caribou and Background Design in Color	25	3,162,685	October 24, 2006
Leaping Caribou and Background Design in Color	30	3,162,684	October 24, 2006
Leaping Caribou and Background Design in Color	32	3,183,381	December 12, 2006
Leaping Caribou and Background Design in Color	35	3,162,687	October 24, 2006
Leaping Caribou and Background Design in Color	43	3,162,688	October 24, 2006
Leaping Caribou and Shield Design	21	3,990,812	July 5, 2011
Leaping Caribou and Shield Design	25	3,945,517	April 12, 2011
Leaping Caribou and Shield Design	30	3,920,975	February 15, 2011
Leaping Caribou and Shield Design	32	3,868,646	October 26, 2010
Leaping Caribou and Shield Design	35	3,935,460	March 22, 2011
Leaping Caribou and Shield Design	36	3,945,518	April 12, 2011
Leaping Caribou and Shield Design	43	3,885,172	December 7, 2010
Leaping Caribou and Shield Design	30	3,935,457	March 22, 2011
Leaping Caribou and Shield Design	35	3,941,678	April 5, 2011
Leaping Caribou and Shield Design	43	3,878,885	November 23, 2010
LIFE IS SHORT. STAY AWAKE FOR IT.	21	3,440,517	June 3, 2008
LIFE IS SHORT. STAY AWAKE FOR IT.	25	2,000,062	September 10, 1996
LIFE IS SHORT. STAY AWAKE FOR IT.	30	2,967,034	July 12, 2005
LIFE IS SHORT. STAY AWAKE FOR IT.	42	2,008,379	October 15, 1996
LITE WHITE BERRY	30	2,702,488	April 1, 2003
MAHOGANY	30	3,562,150	January 13, 2009
MINT CONDITION	30	2,702,487	April 1, 2003
NORTHERN LITE	30	4,107,780	March 6, 2012
OBSIDIAN	30	3,292,202	September 11, 2007
ORIGIN SELECTS	30	3,561,661	January 13, 2009
PERENNIAL SPRING BLEND	30	2,888,557	September 28, 2004
REINDEER BLEND	30	2,624,819	September 24, 2002
REINDEER NIBBLERS	30	2,828,908	April 6, 2004
SNOWDRIFT	32	3,352,148	December 11, 2007
TEA LATTE FUSIONS	30	3,851,854	September 21, 2010
THE OFFICIAL COFFEE OF DAYLIGHTS SAVINGS TIME	30	3,014,007	November 8, 2005
THE OFFICIAL COFFEE OF DAYLIGHTS SAVINGS TIME	35	2,974,390	July 19, 2005
THE OFFICIAL COFFEE OF DAYLIGHTS SAVINGS TIME	43	3,014,006	November 8, 2005