

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Victor Allen's Coffee, LLC		05/06/2013	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	Associated Bank, National Association
Street Address:	200 North Adams Street
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54301
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2172079	PRECISION ROASTED
Registration Number:	1582823	VICTOR ALLEN'S
Registration Number:	1632337	VICTOR ALLEN'S
Registration Number:	2609343	TAZZA RICA
Registration Number:	2701948	RIPAFRATTA
Serial Number:	85864589	REALITEA
Serial Number:	85864604	KENSHO
Serial Number:	85864620	BLIZZARD BEACH
Serial Number:	85879822	RENUYU
Serial Number:	85879834	CAFÉ UNUM
Serial Number:	85879829	CAFÉ INDULGIO
Serial Number:	85883560	INDULGIO
Serial Number:	85902337	RIPAFRATTA

OP \$340.00 2172079

**CORRESPONDENCE DATA**

Fax Number: 612-604-68

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

Phone: 612-604-6718

Email: molsen@winthrop.com

Correspondent Name: Michael T. Olsen

Address Line 1: 225 South Sixth Street

Address Line 2: Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Michael T. Olsen
Signature:	/MTO/
Date:	05/10/2013

Total Attachments: 7  
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

May 6, 2013

WHEREAS, Victor Allen's Coffee, LLC, a Wisconsin limited liability company (the "Grantor"), having its chief executive office at 1101 Moasis Drive, Little Chute, WI 54140, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having its office at 200 North Adams Street, P.O. Box 19006, Green Bay, WI 54301 ("Associated Bank"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to Associated Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, among the Grantor and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants Associated Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A (other than "intent to use" applications until a verified statement of use if filed and accepted with respect to such applications);

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule

A. or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**THIS SECURITY INTEREST** (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to Associated Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Associated Bank under the Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Victor Allen's Coffee, LLC

By: Gregory T. Van Zeeland  
Name: Gregory T. Van Zeeland  
Title: Vice President

ASSOCIATED BANK, NATIONAL  
ASSOCIATION

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Victor Allen's Coffee, LLC

By: Gregory T. Van Zealand  
Name: Gregory T. Van Zealand  
Title: Vice President

ASSOCIATED BANK, NATIONAL  
ASSOCIATION

By: David J. Schlitz  
Name: David J. Schlitz  
Title: Sr. Vice President

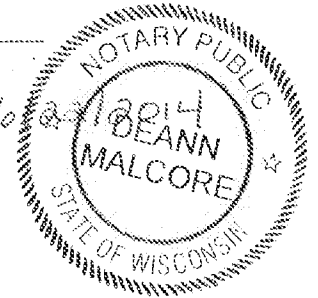


STATE OF WISCONSIN )  
 ) ss.:  
COUNTY OF Brown )

On this 6<sup>th</sup> day of May, 2013, before me personally came David J. Schlitz who, being by me duly sworn, did state as follows: that he is a Sr. Vice Pres. of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of said association and that he did so by authority of the Board of Directors of said association.

Deann Malcore  
Notary Public

My expiration date is 6/30/2014





**SCHEDULE A**  
**TRADEMARKS**

Owner	Mark	Serial No.	Registration No.
Victor Allen's Coffee, LLC	PRECISION ROASTED	74/504,795	2,172,079
Victor Allen's Coffee, LLC	VICTOR ALLEN'S	73/763,253	1,582,823
Victor Allen's Coffee, LLC	VICTOR ALLEN'S	74/048,118	1,632,337
Victor Allen's Coffee, LLC	TAZZA RICA	76/243,060	2,609,343
Victor Allen's Coffee, LLC	RIPAFRATTA	76/330,415	2,701,948
Victor Allen's Coffee, LLC	REALITEA	85/864,589	
Victor Allen's Coffee, LLC	KENSHO	85/864,604	
Victor Allen's Coffee, LLC	BLIZZARD BEACH	85/864,620	
Victor Allen's Coffee, LLC	RENUYU	85/879,822	
Victor Allen's Coffee, LLC	CAFÉ UNUM	85/879,834	
Victor Allen's Coffee, LLC	CAFÉ INDULGIO	85/879,829	
Victor Allen's Coffee, LLC	INDULGIO	85/883,560	
Victor Allen's Coffee, LLC	RIPAFRATTA	85/902,337	

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