

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cameron's Coffee and Distribution Company		02/28/2014	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trailhead Fund Limited Partnership		
<b>Street Address:</b>	90 South Seventh St, Ste 3700		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1726030	KEEPING SPECIALTY COFFEE SPECIAL	
Registration Number:	1587003	GOLD ROAST	
Registration Number:	1363624	CAMERON'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-766-6911		
<b>Email:</b>	susan.carlson@faegrebd.com		
<b>Correspondent Name:</b>	Susan Carlson, Faegre Baker Daniels LLP		
<b>Address Line 1:</b>	90 S 7th St Ste 2200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Susan Carlson		
<b>Signature:</b>	/e/ Susan Carlson		

OP \$90.00 1726030

**900281558**

**TRADEMARK  
 REEL: 005226 FRAME: 0805**

Date:

02/28/2014

**Total Attachments: 4**

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This instrument, the rights and obligations evidenced hereby, and any liens evidenced hereby are and shall at all times be and remain subordinated in right of payment and priority to the extent and in the manner set forth in that certain Subordination and Intercreditor Agreement, dated as of February 28, 2014, by and among Associated Bank, N.A., Trailhead Fund Limited Partnership, Aetna Life Insurance Company, Aetna Health and Life Insurance Company, TGC, LLC, Lisa Kirkpatrick, William H. Kirkpatrick, Robert Bunten, CCDC OpCo Holding Corporation and CCDC Merger Sub Corporation, to be merged with and into Cameron's Coffee and Distribution Company, as amended, to the prior payment in full in cash of all Senior Debt (as defined therein).

Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of February 28, 2014, by and from the grantor party hereto (the "Grantor"), to and in favor of Trailhead Fund Limited Partnership, a Delaware limited partnership, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Security Agreement defined below).

WHEREAS the Grantor has granted security interests to the Administrative Agent for the benefit of the Secured Parties under a Pledge and Security Agreement dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS this Confirmatory Grant has been granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Administrative Agent shall promptly, upon such

satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

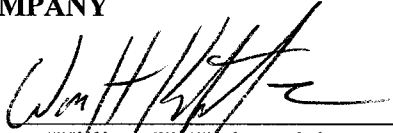
(b) The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective following consummation of the Acquisition (Cameron's).

**CAMERON'S COFFEE AND DISTRIBUTION  
COMPANY**

By:   
Name: William H. Kirkpatrick  
Title: Chief Executive Officer

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**Exhibit A - SCHEDULE OF TRADEMARKS**

**United States Trademarks:**

<b>Mark</b>	<b>Class(es)</b>	<b>Reg. No. Reg. Date</b>
<b>KEEPING SPECIALTY COFFEE SPECIAL</b>	30	1,726,030 20-OCT-1992
<b>GOLD ROAST</b>	30	1,587,003 13-MAR-1990
<b>CAMERON'S</b>	30	1,363,624 1-OCT-1985