

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peet's Coffee & Tea, LLC		02/06/2015	LIMITED LIABILITY COMPANY: WASHINGTON
Peet's Trademark Company		02/06/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2295386	BLEND 101	
Registration Number:	4187917	CAFE DOMINGO	
Registration Number:	4187960	CAFE SOLANO	
Serial Number:	85509898	DRINK A GREAT CUP DO A GOOD THING	
Registration Number:	3671784	ESPRESSO FORTE	
Registration Number:	4174155	ETHIOPIAN SUPER NATURAL	
Registration Number:	3754106	FRESH TRUTH	
Registration Number:	2608691	GAIA ORGANIC BLEND	
Registration Number:	1061798	GARUDA BLEND	
Serial Number:	86499895	JAVIVA	
Registration Number:	2588248	JR RESERVE BLEND	
Serial Number:	86206299	KENYA KIBURI	
Registration Number:	0945867	MAJOR DICKASON'S BLEND	
Registration Number:	2594318	P	
Registration Number:	3792614	P	
TRADEMARK			

CH \$890.00 2295386

Property Type	Number	Word Mark
Registration Number:	3792616	P PEET'S COFFEE & TEA
Registration Number:	3792617	P PEET'S COFFEE
Registration Number:	4484255	P PEET'S COFFEE
Registration Number:	3792618	P PEET'S TEA
Serial Number:	86256757	PEETNIK
Serial Number:	86426057	PEETNIKS
Registration Number:	3119132	PEET'S
Registration Number:	1500867	PEET'S
Registration Number:	0955284	PEET'S
Registration Number:	2676962	PEET'S COFFEE & TEA
Registration Number:	4356998	P PEET'S COFFEE & TEA
Registration Number:	4357000	P PEET'S COFFEE & TEA
Registration Number:	2385139	PEETS.COM
Registration Number:	2355383	PRIDE OF THE PORT
Registration Number:	2448971	PUMPHREY'S BLEND
Registration Number:	2833297	SNOW LEOPARD
Registration Number:	2352103	SUMMER HOUSE
Registration Number:	3754110	TEA CRAFTED FROM EXPERIENCE
Registration Number:	4490692	
Registration Number:	3879986	UZURI AFRICAN BLEND

CORRESPONDENCE DATA

Fax Number: 6785532602

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

Phone: (678) 553-2601

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 SIGNED:	02/10/2015

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") dated as of February 6, 2015, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("*Rabobank*"), in its capacity as administrative agent (together with its permitted successors and assigns, "*Administrative Agent*") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 6, 2015 as amended, restated, supplemented, extended or otherwise modified from time to time, the "*Credit Agreement*", by and among Peet's Operating Company, Inc., a Virginia corporation, as borrower ("*Borrower*"), the various financial institutions party thereto as a lender (each a "*Lender*", and collectively, the "*Lenders*"), and Administrative Agent, Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof.

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of February 6, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*").

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "*Trademark Collateral*"):

(a) all of such Grantor's Trademarks, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark


Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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


PEET'S COFFEE & TEA, LLC,
a Washington limited liability company

By: 
Name: Henning Andersen
Title: Senior Vice President, Chief Financial
Officer and Corporate Secretary

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005457 FRAME: 0798

PEET'S TRADEMARK COMPANY,
a Washington corporation

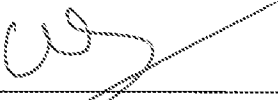
By: 
Name: David Burwick
Title: President and Chief Executive Officer

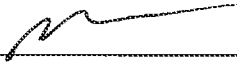
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005457 FRAME: 0799

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Administrative Agent

By: 
Name: Gillian Dickson
Title: Executive Director

By: 
Name: Matthew Gregg
Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Pect's Coffee Trademarks and Trademark Applications

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	BLEND 101	2295386	30-Nov-1999	Pect's Trademark Company (Washington Corporation)	Registered
United States	CAFE DOMINGO	4187917	8/7/2012	Pect's Trademark Company (Washington Corporation)	Registered
United States	CAFE SOLANO	4187960	8/7/2012	Pect's Trademark Company (Washington Corporation)	Registered
United States	DRINK A GREAT CUP DO A GOOD THING	(85509898)	(05-Jan-2012)	Pect's Trademark Company (Washington Corporation)	Pending
United States	ESPRESSO FORTE	3671784	25-Aug-2009	Pect's Trademark Company (Washington Corporation)	Registered
United States	ETHIOPIAN SUPER NATURAL	4174155	7/17/2012	Pect's Trademark Company (Washington Corporation)	Registered
United States	FRESH TRUTH	3754106	02-Mar-2010	Pect's Trademark Company (Washington Corporation)	Registered
United States	GAIA ORGANIC BLEND	2608691	20-Aug-2002	Pect's Trademark Company (Washington Corporation)	Registered
United States	GARUDA BLEND	1061798	22-Mar-1977	Pect's Trademark Company (Washington Corporation)	Registered
United States	JAVIVA BLENDED	(86499895)	(09-Jan-2015)	Pect's Trademark Company (Washington Corporation)	Pending
United States	JR RESERVE BLEND	2588248	02-Jul-2002	Pect's Trademark Company (Washington Corporation)	Registered
United States	KENYA KIBURI	(86/206299)	(27-Feb-2014)	Pect's Trademark Company (Washington Corporation)	Pending
United States	MAJOR DICKASON'S BLEND	0945867	24-Oct-1972	Pect's Trademark Company (Washington Corporation)	Registered
United States	P (Modified P and Mug Design)	2594318	16-Jul-2002	Pect's Trademark Company (Washington Corporation)	Registered

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	P and Design	3792614	25-May-2010	Pet's Trademark Company (Washington Corporation)	Registered
United States	P PEET'S COFFEE & TEA and Design	3792616	25-May-2010	Pet's Trademark Company (Washington Corporation)	Registered
United States	P PEET'S COFFEE and Design	3792617	25-May-2010	Pet's Trademark Company (Washington Corporation)	Registered
United States	P PEET'S COFFEE and Design	4484255	18-Feb-2014	Pet's Trademark Company (Washington Corporation)	Registered
United States	P PEET'S TEA and Design	3792618	25-May-2010	Pet's Trademark Company (Washington Corporation)	Registered
United States	PEETNIK	(86256757)	(18-Apr-2014)	Pet's Trademark Company (Washington Corporation)	Pending
United States	PEETNIKS	(86426057)	(16-Oct-2014)	Pet's Trademark Company (Washington Corporation)	Pending
United States	PEET'S	3119132	25-Jul-2006	Pet's Trademark Company (Washington Corporation)	Registered
United States	PEET'S	1500867	16-Aug-1988	Pet's Coffee & Tea, Inc. (Washington corporation)	Registered
United States	PEET'S	0955284	13-Mar-1973	Pet's Trademark Company (Washington Corporation)	Registered
United States	PEET'S COFFEE & TEA and Design	2676962	21-Jan-2003	Pet's Trademark Company (Washington Corporation)	Registered
United States	P PEET'S COFFEE & TEA RECTANGLE Design (Small Scale)	4356998	25-Jun-2013	Pet's Trademark Company (Washington Corporation)	Registered
United States	P PEET'S COFFEE & TEA and Rectangle Design	4357000	25-Jun-2013	Pet's Trademark Company (Washington Corporation)	Registered
United States	PEETS.COM	2385139	12-Sep-2000	Pet's Trademark Company (Washington Corporation)	Registered
United States	PRIDE OF THE PORT	2355383	06-Jun-2000	Pet's Trademark Company (Washington Corporation)	Registered
United States	PUMPHREY'S BLEND	2448971	08-May-2001	Pet's Trademark Company (Washington Corporation)	Registered
United States	SNOW LEOPARD	2833297	13-Apr-2004	Pet's Trademark Company (Washington Corporation)	Registered
United States	SUMMER HOUSE	2352103	23-May-2000	Pet's Trademark Company (Washington Corporation)	Registered

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	TEA CRAFTED FROM EXPERIENCE	3754110	02-Mar-2010	Peet's Trademark Company (Washington Corporation)	Registered
United States	**Design Only** TRIBAL PATTERN	4490692	04-Mar-2014	Peet's Trademark Company (Washington Corporation)	Registered
United States	UZURI AFRICAN BLEND	3879986	23-Nov-2010	Peet's Trademark Company (Washington Corporation)	Registered