

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345045

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sustainable Harvest, Inc.		06/01/2015	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brown Brothers Harriman & Co.		
<b>Street Address:</b>	140 Broadway, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86340817	HABLEMOS DE CAFÉ	
<b>Registration Number:</b>	3602418	LET'S TALK COFFEE	
<b>Registration Number:</b>	3606004	LET'S TALK COFFEE	
<b>Registration Number:</b>	4692280	LET'S TALK COFFEE	
<b>Registration Number:</b>	3870954	OCC	
<b>Registration Number:</b>	3040610	SUSTAINABLE HARVEST	
<b>Serial Number:</b>	86625567	SUSTAINABLE HARVEST PREMIUM SHARING REWA	
<b>Serial Number:</b>	86314436	TASTIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>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.</i>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F156538		
<b>NAME OF SUBMITTER:</b>	Rose M. Seifert		

OP \$215.00 86340817

<b>SIGNATURE:</b>	/Rose M. Seifert/
<b>DATE SIGNED:</b>	06/18/2015
<b>Total Attachments: 11</b> source=[Untitled]#page2.tif source=[Untitled]#page3.tif source=[Untitled]#page4.tif source=[Untitled]#page5.tif source=[Untitled]#page6.tif source=[Untitled]#page7.tif source=[Untitled]#page8.tif source=[Untitled]#page9.tif source=[Untitled]#page10.tif source=[Untitled]#page11.tif source=[Untitled]#page12.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of June 1, 2015, is made by and between Sustainable Harvest, Inc., an Oregon corporation (the “**Grantor**”) in favor of Brown Brothers Harriman & Co. (the “**Secured Party**”).

WHEREAS, the Grantor and the Secured Party have entered into a Terms and Conditions Letter dated as of June 1, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Term Sheet**”) in connection with an uncommitted, demand secured line of credit in the original principal amount of \$15,000,000.

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Term Sheet, the Grantor has executed and delivered to the Secured Party that certain General Security Agreement dated as of June 1, 2015 (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for

damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement, the Term Sheet and the related Loan Documents referred to therein, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

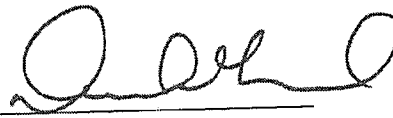
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

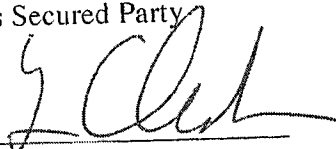
**SUSTAINABLE HARVEST, INC.,**  
as Grantor

By: 

Name: **David Griswold**  
Title: **President, CEO**  
Address for Notices:  
**721 NW Ninth Ave. Suite 350**  
**Portland, Oregon 97209**

AGREED TO AND ACCEPTED:

**BROWN BROTHERS HARRIMAN &**  
**CO., as Secured Party**

By: 



Name: **ERIC C. ANDREN**  
Title: **SENIOR VICE PRESIDENT**  
Address for Notices:


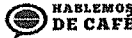
140 Broadway  
New York, NY 10005  
Attn: Credit Administration  
Email: [credit.admin@bhh.com](mailto:credit.admin@bhh.com)  
Fax: (212) 493-8065

**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**



# Sustainable Harvest, Inc.: Trademarks by Country

Last Updated: 6/9/2015

CM(Docket) Number	Trademark	Division	Logo Image	Country	Class(es)	Goods/Services	Date Filed	Serial Number	Date Register	Registration Number	Action Date	Action Comments	Status Comments
105206-0035	LET'S TALK RELATIONSHIP COFFEE (round logo)			Australia	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production	6/21/2015	1695114			12/21/2015	Check status.	Newly filed application not yet assigned to EA
105206-0037	SUSTAINABLE HARVEST Logo (AU-Series)			Australia	30	Coffee, tea, cocoa and vanilla	5/21/2015	1695112			12/21/2015	Check status.	Newly filed application not yet assigned to EA
105206-0038	SUSTAINABLE HARVEST PREMIUM SHARING REWARDS			Australia	35	Incentive awards program to promote sustainable, high-quality growing practices by farmers in exchange for tools and products that improve productivity or quality of life	5/21/2015	1695111			11/11/2015	6-month foreign filing deadline to claim US Application Priority Date	Newly filed application not yet assigned to EA
105206-0036	TASTIFY			Australia	42	Software as a service (SAAS) featuring software for the purpose of visually illustrating the flavors, grading and evaluation of tastes for coffee, tea, beverages and food, for collecting data thereon and generating reports therefrom, CI 42	5/21/2015	1695113			12/21/2015	Check status.	Newly filed application not yet assigned to EA




CM(Docket) Number	Trademark	Division	Logo Image	Country	Class(es)	Goods/Services	Date Filed	Serial Number	Date Register	Registration Number	Action Date	Action Comments	Status Comments
105206-0029	LET'S TALK COFFEE & Logo™			Brazil	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	1/16/2015	908871570			7/24/2015	Check status.	4/9/2015 - forward copy of publication to client. 5/27/2015 - receive confirmation that assoc had filed Priority Document w/ the Brazilian INPI.
105206-0019	LET'S TALK COFFEE®			Colombia	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	3/16/2009	09027075	10/22/2009	390156	10/22/2019	Deadline for filing renewal application.	Registered
105206-0020	LET'S TALK COFFEE®			Costa Rica	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	3/16/2009	0120090022	8/13/2009	193539	8/13/2019	Deadline for filing renewal application	Registered
105206-0022	HABLEMOS DE CAFÉ & Logo™			Guatemala	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	1/16/2015	2015300			6/15/2015	Pending examination - check status	3/12/2015 - Assoc confirms status




CM(Docket) Number	Trademark	Division	Logo Image	Country	Class(es)	Goods/Services	Date Filed	Serial Number	Date Register	Registration Number	Action Date	Action Comments	Status Comments
105206-0021	LET'S TALK COFFEE®			Guatemala	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	3/16/2009	20091643	11/10/2009	165509	11/9/2019	Deadline for filing renewal associate	3/12/2015 - associate confirms status
105206-0017	HABLEMOS DE CAFÉ and Round Balloon Design™			Madrid Protocol	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	1/16/2015	A0047682			6/15/2015	Check status of POA with WIPO	Basic Application is US matter 0016 #86340817. Contracting Parties are Columbia (CO) and Mexico (MX). 3/16/15-file MM12 Form with WIPO
105206-0018	LET'S TALK COFFEE and Round Balloon Design™			Madrid Protocol	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	2/4/2015	A0048121			6/15/2015	Check status of POA with WIPO	Basic Application is US matter 0015 #86340785. Contracting Parties are Australia (AU), Rwanda (RW), Columbia (CO) and Mexico (MX). 3/16/15-file MM12 Form with WIPO
105206-0023	LET'S TALK COFFEE®			Mexico	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	3/13/2009	995968	10/14/2009	1125660	3/13/2019	Deadline for filing renewal application.	Registration term: 10 years from date of application filing.

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CM(Docket) Number	Trademark	Division	Logo Image	Country	Class(es)	Goods/Services	Date Filed	Serial Number	Date Register	Registration Number	Action Date	Action Comments	Status Comments
105206-0025	HABLEMOS DE CAFÉ & Logo™			Nicaragua	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	1/16/2015	2015000150			10/20/2015	Check status.	5/15/2015 - Filing Receipt received.
105206-0024	LET'S TALK COFFEE®			Nicaragua	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	3/16/2009	200900682	5/7/2010	2010090279L	5/6/2020	Deadline for filing renewal application.	Registered
105206-0030	HABLEMOS DE CAFÉ & Logo			Panama	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	1/15/2015	237708			6/15/2015	Check status	3/13/15 - receive status report from associate. See email from this date for details
105206-0027	HABLEMOS DE CAFÉ & Logo™			Peru	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	1/15/2015	603114			9/5/2015	check status with associate	6/5/2015 - associate advises the publication period completed - will need to assess status in approx 3 months.

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105206-0026	LET'S TALK COFFEE®			Peru	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	3/16/2009	384524	8/14/2009	58127	8/14/2019	Deadline for filing renewal application.	3/11/2015 - requested status from associate
105206-0028	LET'S TALK COFFEE™			Tanganyika (Tanzania)	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	3/16/2009	TZT2009215	3/16/2009		3/16/2016	Check status. 3/16/2016 - Renewal Application must be filed and renewal fees paid. 10/8/2015 - check to see if reg. certificate has issued and been received	3/16 - assoc rept that a TM needs to be maintained regardless of whether a Cert. of Reg. has been issued. SEE NOTES for complete details 6/9/2015 - registration certificate has NOT yet been issued
105206-0016	HABLEMOS DE CAFÉ and Round Balloon Design™		 <b>HABLEMOS DE CAFÉ</b>	United States	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	7/17/2014	86340817			4/6/2015	Check status	Registered
105206-0013	LET'S TALK COFFEE®			United States	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	9/16/2008	77571028	4/7/2009	3602418	4/7/2019	Deadline for Filing 8/9 Renewal	Registered

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CM(Docket) Number	Trademark	Division	Logo Image	Country	Class(es)	Goods/Services	Date Filed	Serial Number	Date Register	Registration Number	Action Date	Action Comments	Status Comments
105206-0014	LET'S TALK COFFEE & Design (Square Balloon)®			United States	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	9/16/2008	77571046	4/14/2009	3606004	4/14/2019	Deadline for filing Section 8/9 Renewal.	Registered. We will file Section 15 on 4/14/2020.
105206-0015	LET'S TALK COFFEE and Round Balloon Design®			United States	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	7/17/2014	86340785	2/24/2015	4692280	2/24/2021	Deadline for filing Section 8/15 Affidavit	Registered
105206-0012	OCC (stylized)®			United States	30	coffee; ground coffee; coffee beans, CI 30	8/12/2008	77544703	11/2/2010	3870954	11/2/2016	Deadline for filing Section 8/15 Affidavit	Registered.
105206-0002	SUSTAINABLE HARVEST®			United States	30	Coffee, tea, cocoa and vanilla	7/27/2004	78457408	1/10/2006	3040610	1/10/2016	1/10/2016 - deadline for filing Section 8/9 Renewal Application	1/27/2012 - forward Notice of Acceptance of Section 8/15 filing to client
105206-0033	SUSTAINABLE HARVEST PREMIUM SHARING REWARDS™			United States	35	Incentive awards program to promote sustainable, high-quality growing practices by farmers in exchange for tools and products that improve productivity or quality of life. CI 35	5/11/2015	86625567			8/11/2015	8/11/2015 - Check Status; 11/11/2015 6-month Foreign filing due to claim U.S. priority date.	Newly filed application, not assigned to examiner

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CM(Docket) Number	Trademark	Division	Logo Image	Country	Class(es)	Goods/Services	Date Filed	Serial Number	Date Registere	Registration Number	Action Date	Action Comments	Status Comments
105206-0008	TASTIFY™			United States	42	Software as a service (SAAS) featuring software for the purpose of visually illustrating the flavors, grading and evaluation of tastes for coffee, tea, beverages and food, for collecting data thereon and generating reports therefrom	6/19/2014	86314436			6/3/2015	Check status	
105206-0032	LET'S TALK COFFEE®			Zanzibar	41	Educational services, namely, seminars and training programs that address business issues, market strategies, and quality control in the field of coffee production, CI 41	3/16/2009	222009	10/28/2009	ZNT20090002	9/16/2019	Deadline for filing renewal application	3/12/2015 - associate confirmed that 9/16/2019 is the deadline for renewing this mark

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