

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LBP Manufacturing LLC		07/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
Internal Address:	c/o Ares Management		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4304208	BEVERAGE ON THE MOVE	
Registration Number:	4493316		
Registration Number:	3898613	C	
Registration Number:	3886992	C	
Registration Number:	4280179	EARTHSLEEVE	
Registration Number:	3755609	ECO CLUTCH	
Registration Number:	3946006	MONACO	
Registration Number:	4304207	POP, FILL & GO	
Registration Number:	3946005	SIERRA	
Registration Number:	3946007	SUMATRA	
Registration Number:	4456261	THERMO GRIP	
Registration Number:	3874485	THERMO GRIP	
Registration Number:	4466909	THERMO GRIP	
Registration Number:	2173161	COFFEE CLUTCH	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-47
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	07/13/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2015, is made by LBP MANUFACTURING LLC, a Delaware limited liability company (the "Grantor"), in favor of Ares Capital Corporation ("Ares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LBP Intermediate Holdings LLC, a Delaware limited liability company (the "Borrower"), LBP IHC LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Ares as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor has agreed to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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

LBP MANUFACTURING LLC, as Grantor

By: 

Name: Matthew Cook

Title: Chief Executive Officer & President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005575 FRAME: 0838

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Agent





By:  _____







Name: MARK AFFOLTER

Its: AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Co. Dis-closed	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
X	BETTER COFFEE. BETTER BUSINESS.	U.S.	85/691447 7/31/2012	—	Pending Intent to Use	LBP Manufacturing LLC
X	Pre-Filled Coffee Filters Design 	U.S.	85/691481 7/31/2012	—	Pending Intent to Use	LBP Manufacturing LLC
X	Thermolite Design 	U.S.	86/566897 3/17/2015	—	Pending Intent to Use	LBP Manufacturing LLC
X	LBP	U.S.	85/605538 4/23/2012	—	Pending Intent to Use	LBP Manufacturing LLC
X	LBP and Design 	U.S.	85/605521 4/23/2012	—	Pending Intent to Use	LBP Manufacturing LLC
X	THERMOLITE	U.S.	85/734827 9/21/2012	—	Pending Intent to Use	LBP Manufacturing LLC
X	THERMOLITE	U.S.	85/644702 6/6/2012	—	Pending Intent to Use	LBP Manufacturing LLC
X	TWIN LOCK and Design 	U.S.	85/786681 11/26/2012	—	Pending Intent to Use	LBP Manufacturing LLC
X	UP SHOT	U.S.	85/691430 7/31/2012	—	Pending Intent to Use	LBP Manufacturing LLC

Co. Dis-closed	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
X	UP SHOT BETTER COFFEE. BETTER BUSINESS. BY LBP and Design 	U.S.	85/692565 8/1/2012	—	Pending Intent to Use	LBP Manufacturing LLC
X	UPSHOT BY LBP Logo 	U.S.	85/691511 7/31/2012	—	Pending Intent to Use	LBP Manufacturing LLC
X	BEVERAGE ON THE MOVE	U.S.	85/605584 4/23/2012	4304208 3/19/2013	Registered 6-year Affidavit of Use due 3/19/2019	LBP Manufacturing LLC
X	Sleeve in a Circle Design 	U.S.	85/605565 4/23/2012	4493316 3/11/2014	Registered 6-year Affidavit of Use due 3/11/2020	LBP Manufacturing LLC
X	C and Design 	U.S.	77/843619 10/7/2009	3898613 1/4/2011	Registered 6-year Affidavit of Use due 1/4/2017	LBP Manufacturing LLC
X	C and Design 	U.S.	77/661799 12/7/2010	3886992 12/7/2010	Registered 6-year Affidavit of Use due 12/7/2016	LBP Manufacturing LLC
X	EARTHSLEEVE	U.S.	85/068400 6/22/2010	4280179 1/22/2013	Registered 6-year Affidavit of Use due 1/22/2019	LBP Manufacturing LLC
X	ECO CLUTCH and Design 	U.S.	77/560639 9/2/2008	3755609 3/2/2010	Registered 6-year Affidavit of Use due 3/2/2016	LBP Manufacturing LLC
X	MONACO	U.S.	77/981453 1/21/2009	3946006 4/12/2011	Registered 6-year Affidavit of Use due 4/12/2017	LBP Manufacturing LLC
X	POP, FILL & GO	U.S.	85/605573 4/23/2012	4304207 3/19/2013	Registered 6-year Affidavit of Use due 3/19/2019	LBP Manufacturing LLC

Co. Dis-closed	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
X	SIERRA	U.S.	77/981451 1/21/2009	3946005 4/12/2011	Registered 6-year Affidavit of Use due 4/12/2017	LBP Manufacturing LLC
X	SUMATRA and Design 	U.S.	77/981454 1/21/2009	3946007 4/12/2011	Registered 6-year Affidavit of Use due 4/12/2017	LBP Manufacturing LLC
X	THERMO GRIP	U.S.	85/734798 9/21/2012	4456261 12/24/2013	Registered 6-year Affidavit of Use due 12/14/2019	LBP Manufacturing LLC
X	THERMO GRIP (Stylized) 	U.S.	77/783786 7/17/2009	3874485 11/9/2010	Registered 6-year Affidavit of Use due 11/9/2016	LBP Manufacturing LLC
X	THERMO GRIP and Design 	U.S.	85/444736 10/11/2011	4466909 1/14/2014	Registered 6-year Affidavit of Use due 1/14/2020	LBP Manufacturing LLC
X	COFFEE CLUTCH	U.S.	75/352457 9/5/1997	2173161 7/14/1998	Registered/ Renewed §8&15 accepted/ acknowledged Renewal due 7/14/2018	LBP Manufacturing LLC