

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365044

<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>
Argo Tea, Inc.		12/08/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caribou Coffee Company, Inc.		
<b>Street Address:</b>	3900 Lakebreeze Avenue N.		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55429		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3498428	ARGO	
<b>Registration Number:</b>	3879762	ARGO COFFEE	
<b>Registration Number:</b>	3498430	ARGO TEA	
<b>Registration Number:</b>	3539708		
<b>Registration Number:</b>	3856138	LOYALTEA	
<b>Registration Number:</b>	3065190	SMOOTEA	
<b>Registration Number:</b>	4104572	TEA + INGREDIENTS WITH PURPOSE	
<b>Registration Number:</b>	4346452	MOJITEA	
<b>Registration Number:</b>	4346073	PUMPKIN CHAI	
<b>Registration Number:</b>	4346454	RED VELVET	
<b>Registration Number:</b>	4299388	TEAMOSA	
<b>Registration Number:</b>	3711428	CAROLINA HONEY	
<b>Registration Number:</b>	3598240	CHARITEA	
<b>Registration Number:</b>	3672569	GREEN TEA GINGER TWIST	
<b>Registration Number:</b>	3711457	HIBISCUS STEAMER	
<b>Registration Number:</b>	4036557	MANGO MATECCINO	
<b>Registration Number:</b>	3681758	MOJITEA	
<b>Registration Number:</b>	3684701	PUMPKIN CHAI	
<b>Registration Number:</b>	3681757	RED VELVET	

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Property Type	Number	Word Mark
Registration Number:	3704624	TEA SANGRIA
Registration Number:	3704625	TEA SPARKLE
Registration Number:	3704622	TEA SQUEEZE
Registration Number:	3711430	VALENTEA PASSION
Registration Number:	3869064	WHITE FROSTEA
Registration Number:	3711431	WHITE TEA ACAI SQUEEZE
Registration Number:	4546888	TEAPPUCCINO
Registration Number:	4808866	MANGO MATECCINO
Registration Number:	4813386	TEA-ÑA COLADA

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000

*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:** 2127353000

**Email:** sara.mooney@skadden.com

**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP

**Address Line 1:** Four Times Square

**Address Line 2:** Kristen Greeley

**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	153780/23
<b>NAME OF SUBMITTER:</b>	Kristen Greeley
<b>SIGNATURE:</b>	/kristen greeley/
<b>DATE SIGNED:</b>	12/08/2015

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made as of December 8, 2015 by **ARGO TEA, INC.**, a Delaware corporation ("Argo Tea" and the "Grantor"), in favor of **CARIBOU COFFEE COMPANY, INC.**, a Minnesota corporation, as Lender under the Credit Agreement (defined below) (the "Lender").

**W I T N E S S E T H:**

WHEREAS, Grantor, and/or certain of its affiliates, and Lender are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, and/or certain of its affiliates, by Lender; and

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Lender that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Lender a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, service marks, trademark registrations, service mark registrations, trademark applications and service mark applications and all extensions and renewals of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor, and/or certain of its affiliates, under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) all trademarks, registered trademarks, pending trademark applications, service marks, registered service marks and pending service mark applications and with respect to any and all of the foregoing: (a) all registrations and applications for the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A

attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (e) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to each trademark registration, service mark registration, trademark application and service mark application listed on Schedule A annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(ii) any and all agreements, licenses and covenants providing for the granting of any right in or to any of the Trademarks and the right to sue or otherwise recover for past, present and future infringement, dilution or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

[Signature Pages Follow]

***Signature Page to Trademark Security Agreement***

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**ARGO TEA, INC.,** a Delaware corporation

By: \_\_\_\_\_  
Name: Arsen Avakian  
Title: President



[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005684 FRAME: 0792**

*Signature Page to Trademark Security Agreement*

Agreed and Accepted as of the Date First  
Written Above

LENDER:

CARIBOU COFFEE COMPANY, INC.

By: 

Name: Mike Tattersfield

Title: CEO

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**  
**TRADEMARKS**

<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Mark</b>
January 16, 2008	77-373,439	September 9, 2008	3,498,428	ARGO
April 12, 2010	85-012,075	November 23, 2010	3,879,762	ARGO COFFEE
January 16, 2008	77-373,558	September 9, 2008	3,498,430	ARGO TEA
January 18, 2008	77-375,773	December 2, 2008	3,539,708	Design
February 5, 2010	77-929,396	October 5, 2010	3,856,138	LOYALTEA
July 27, 2004	78-457,650	March 7, 2006	3,065,190	SMOOTEA
April 15, 2011	85-296,485	February 28, 2012	4,104,572	TEA + INGREDIENTS WITH PURPOSE
October 5, 2012	85-747,125	June 4, 2013	4,346,452	MOJITEA
September 20, 2012	85-734,181	June 4, 2013	4,346,073	PUMPKIN CHAI
October 5, 2012	85-747,177	June 4, 2013	4,346,454	RED VELVET
June 25, 2012	85-660,243	March 5, 2013	4,299,388	TEAMOSA
February 9, 2009	77-666,406	November 17, 2009	3,711,428	CAROLINA HONEY
August 22, 2008	77-553,770	March 31, 2009	3,598,240	CHARITEA
February 9, 2009	77-666,568	August 25, 2009	3,672,569	GREEN TEA GINGER TWIST
February 20, 2009	77-674,631	November 17, 2009	3,711,457	HIBISCUS STEAMER
February 28, 2011	85-253,063	October 4, 2011	4,036,557 (Supplemental Registration)	MANGO MATECCINO
February 9, 2009	77-666,576	September 8, 2009	3,681,758 (Supplemental Registration)	MOJITEA
February 9, 2009	77-666,465	September 15, 2009	3,684,701 (Supplemental Registration)	PUMPKIN CHAI
February 9, 2009	77-666,340	September 8, 2009	3,681,757 (Supplemental Registration)	RED VELVET
February 9, 2009	77-666,588	November 3, 2009	3,704,624	TEA SANGRIA
February 9, 2009	77-666,597	November 3, 2009	3,704,625	TEA SPARKLE
February 9, 2009	77-666,352	November 3, 2009	3,704,622	TEA SQUEEZE
February 9, 2009	77-666,479	November 17, 2009	3,711,430	VALENTEA PASSION
February 9, 2009	77-666,390	November 2, 2010	3,869,064	WHITE

<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Mark</b>
				FROSTEA
February 9, 2009	77-666,530	November 17, 2009	3,711,431	WHITE TEA ACAI SQUEEZE
September 20, 2013	86-070,769	June 10, 2014	4,546,888	TEAPPUCCINO
October 5, 2012	85-747,226	September 8, 2015	4,808,866	MANGO MATECCINO
July 10, 2013	86-006,930	September 15, 2015	4,813,386	TEA-NA COLADA