

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noah's New York Bagels Company		05/11/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Cooperatieve Rabobank U.A., New York Branch, as Administrative Agent		
Street Address:	245 Park Avenue		
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: 14			
Property Type	Number	Word Mark	
Registration Number:	2136311	A ROAST OF OLD NEW YORK	
Registration Number:	2227589		
Registration Number:	2556962	EGG MIT	
Registration Number:	2098724	N	
Registration Number:	2848709	NOAH'S	
Registration Number:	2591900	NOAH'S	
Registration Number:	2850235	NOAH'S	
Registration Number:	1838799	NOAH'S BAGELS	
Registration Number:	1841045	NOAH'S BAGELS	
Registration Number:	2237393	NOAH'S BLEND	
Registration Number:	1961823	NOAH'S NEW YORK BAGELS	
Registration Number:	2143901	NOAH'S NEW YORK BAGELS	
Registration Number:	2227592	NOAH'S NEW YORK BAGELS HOT BAGELS	
Registration Number:	1931491	PROTECT YOUR BAGELS, PUT LOX ON THEM	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<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>			
TRADEMARK			

CH \$365.00 2136311

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

NAME OF SUBMITTER: LaShana C. Jimmar

SIGNATURE: /LaShana C. Jimmar/

DATE SIGNED: 05/11/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of May 11, 2016, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (formerly known as 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.

W I T N E S S E T H:

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 Caribou Coffee Company, Inc., a Minnesota 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.

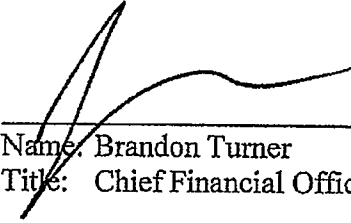
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

NOAH'S NEW YORK BAGELS COMPANY

By:



Name: Brandon Turner
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005790 FRAME: 0523

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW
YORK BRANCH, as Administrative Agent**

By: 

Name: **Christopher Hartofilis**
Title: **Executive Director**

By: 



Name: **Eric J. Rogowski**
Title: **Executive Director**

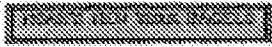
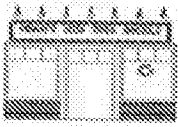
SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
Noah's New York Bagels Company	US	A ROAST OF OLD NEW YORK	2,136,311	Feb.10, 1998
Noah's New York Bagels Company	US	Design of Restaurant Trade Dress (Interior) 	2,227,589	Mar. 2, 1999
Noah's New York Bagels Company	US	EGG MIT	2,556,962	Apr. 2, 2002
Noah's New York Bagels Company	US	N & Design 	2,098,724	Sep. 23, 1997
Noah's New York Bagels Company	US	NOAH'S	2,848,709	Jun. 1, 2004
Noah's New York Bagels Company	US	NOAH'S	2,591,900	Jul. 9, 2002
Noah's New York Bagels Company	US	NOAH'S	2,850,235	Jun. 8, 2004
Noah's New York Bagels Company	US	NOAH'S BAGELS	1,838,799	Jun. 7, 1994

Company				
Noah's New York Bagels Company	US	NOAH'S BAGELS	1,841,045	Jun. 21, 1994
Noah's New York Bagels Company	US	NOAH'S BLEND	2,237,393	Apr. 6, 1999
Noah's New York Bagels Company	US	NOAH'S NEW YORK BAGELS	1,961,823	Mar. 12, 1996
Noah's New York Bagels Company	US	NOAH'S NEW YORK BAGELS & Rectangle Design (Blue)	2,143,901	Mar. 17, 1998
				
Noah's New York Bagels Company	US	NOAH'S NEW YORK BAGELS HOT BAGELS & Design of Restaurant Trade Dress (Exterior)	2,227,592	Mar. 2, 1999
				
Noah's New York Bagels Company	US	PROTECT YOUR BAGELS, PUT LOX ON THEM	1,931,491	Oct. 31, 1995

Trademark Applications

None.