

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397960

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S. & D. Coffee, Inc., also known as S&D Coffee, Inc. and S & D Coffee, Inc.		09/09/2016	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	3696889	ALL-IN-ONE ICED COFFEE FLAVOR FUSION
Registration Number:	3112054	AMERICAN SELECT
Registration Number:	4214856	BEAN RIVER ROASTERS
Registration Number:	3331660	BUFFALO & SPRING
Registration Number:	3370476	BUFFALO & SPRING COFFEES OF DISTINCTION
Registration Number:	3846213	CAFFTIVATE
Registration Number:	4800233	CEDAR SPRINGS COFFEE SHACK
Registration Number:	4805020	CONSTANT COFFEE
Registration Number:	2515823	DARK SKY CAFE
Registration Number:	2952739	DAY STARTER
Registration Number:	2261280	
Registration Number:	4778085	DOWN HOME DARK ROAST
Registration Number:	2061697	EUROPEAN SELECT
Registration Number:	3637127	GLOBAL BLEND
Registration Number:	4809206	HORCHATA PIÑATA
Registration Number:	2717663	JAVA LANE
Registration Number:	4566758	JAVA LANE

OP \$1490.00 3696889

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3363524	JAVA VALLEY
Registration Number:	1998504	KONA CLASSIC
Registration Number:	0971484	LINCOLNSHIRE
Registration Number:	3090741	MANGROVE BAY
Registration Number:	4622325	MILK PLEASE
Registration Number:	4625649	MILK SPLASH
Registration Number:	3663399	NEW RIVER
Registration Number:	1052542	NITRO-PAK
Registration Number:	3696888	PERFECT ICED COFFEE
Registration Number:	2321985	PREMIUM GOLD
Registration Number:	3879014	PREMIUM GOLD
Registration Number:	3291877	RACE ZONE
Registration Number:	2637090	RED SKY BLEND
Registration Number:	2897909	ROOM MATE
Registration Number:	3122091	ROYAL DOWRY CHOCOLATES
Registration Number:	0840594	S & D
Registration Number:	2514671	S&D COFFEE, INC.
Registration Number:	3383002	S&D COFFEE, INC
Registration Number:	3993057	SIMPLY COFFEE
Registration Number:	4626068	SIR STRAWBERRY SWIRL
Registration Number:	4800234	SLIPPERY ROCK COFFEE SHOP
Registration Number:	4778216	SPLASH LANDING
Registration Number:	3257113	START ZONE
Registration Number:	1678013	SUITE SYSTEMS
Registration Number:	4800235	TALL OAKS COFFEE HOUSE
Registration Number:	3851104	TEAFINITY
Registration Number:	4455932	TEAFINITY BAGLESS TEA
Registration Number:	2181541	THE COFFEE ZONE
Registration Number:	2500747	THE JAVA GROVE
Registration Number:	4893318	THE MOST IMPORTANT BRAND IS YOURS
Registration Number:	0068024	VICTOR
Registration Number:	3018270	WAKE ZONE
Serial Number:	86041667	AMERICA'S SMARTEST COFFEE & TEA CO.
Serial Number:	86451847	LIL' SPLASHERS
Serial Number:	86013527	S&D
Serial Number:	86013486	S&D COFFEE & TEA
Serial Number:	85881205	SIMPLY COFFEE
Serial Number:	86961258	SIMPLY COFFEE

Property Type	Number	Word Mark
Serial Number:	85536854	SIMPLY TEA
Serial Number:	86678838	SIMPLYONE
Serial Number:	87120680	RAIZ SUSTAINABILITY ROOTED IN IMPACT
Serial Number:	87120682	RAIZ SUSTAINABILITY ROOTED IN IMPACT

CORRESPONDENCE DATA

Fax Number: 2028428465

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: 202-842-8800

Email: dctrademarks@dbr.com

Correspondent Name: Jennifer T. Criss

Address Line 1: Drinker Biddle & Reath LLP

Address Line 2: 1500 K Street, NW, Suite 1100

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jennifer T. Criss
SIGNATURE:	/jennifer t. criss/
DATE SIGNED:	09/09/2016

Total Attachments: 7
source=Notice of Security Interests (Second Lien) in Trademarks#page1.tif
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECOND-PRIORITY SECURED PARTIES PURSUANT TO THIS AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED TO (A) JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE COLLATERAL AGENT OR THE OTHER AGENTS, AS APPLICABLE, IN EACH CASE UNDER OR IN CONNECTION WITH THAT CERTAIN NEW CREDIT AGREEMENT (AS DEFINED IN THE NOTES INDENTURE) AND THE "LOAN DOCUMENTS" AS DEFINED THEREIN, AND (B) ANY AGENT OR TRUSTEE FOR ANY OTHER FIRST-PRIORITY SECURED PARTIES (AS DEFINED IN THE NEW INTERCREDITOR AGREEMENT) AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER OR THE APPLICATION OF PROCEEDS (INCLUDING INSURANCE PROCEEDS AND CONDEMNATION PROCEEDS) OF ANY COMMON COLLATERAL IS SUBJECT TO THE LIMITATIONS AND PROVISIONS OF THE NEW INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE NEW INTERCREDITOR AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE NEW INTERCREDITOR AGREEMENT SHALL GOVERN AS SET FORTH MORE FULLY IN SECTION 5 HEREOF.

**NOTICE OF SECURITY INTERESTS (SECOND LIEN)
IN TRADEMARKS**

NOTICE OF SECURITY INTERESTS (SECOND LIEN) IN TRADEMARKS dated as of September 9, 2016 (this "Agreement"), made by S. & D. Coffee, Inc., a North Carolina corporation (the "Pledgor"), in favor of Wilmington Trust, National Association, as Collateral Agent.

Reference is made to the Amended and Restated Collateral Agreement (Second Lien) dated as of December 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among DS SERVICES OF AMERICA, INC. (formerly known as DS Waters of America, Inc.), a Delaware corporation, certain other parties thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Second-Priority Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Second-Priority Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and

1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office), and all renewals thereof, including those listed on Schedule I hereto and (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Recordation.* The Pledgors hereby request and authorize the United States Patent and Trademark Office to record this Agreement against the IP Collateral.

SECTION 5. *Second Priority of Obligations; Subject to Intercreditor Agreements.*

(a) Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent for the benefit of the Second-Priority Secured Parties pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to (a) each First-Priority Collateral Agent and (b) any agent or trustee for any Other First-Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, or the terms of any Second Lien/Second Lien Intercreditor Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

(b) Notwithstanding anything herein to the contrary, if a Second Lien/Second Lien Intercreditor Agreement has been entered into, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Second-Priority Secured Parties pursuant to this Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral constituting Common Collateral shall be subject to the provisions of the Second Lien/Second Lien Intercreditor Agreement (if entered into). In the event of any conflict between the terms of the Second Lien/Second Lien Intercreditor Agreement (if entered into) and the terms of this Agreement, the terms of the Second Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 6. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


SECTION 7. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, subject to Section 11.04 of the Notes Indenture, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in

writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

SECTION 8. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. THE PROVISIONS OF SECTION 5.17 AND 5.18 OF THE COLLATERAL AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS.*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

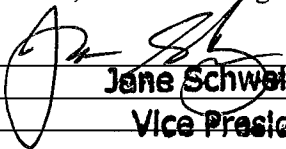
S. & D. Coffee, Inc.

By: 
Name: Michael James
Title: Vice President

Signature Page to Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 005873 FRAME: 0254

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent,

By 
Name: Jane Schwaiger
Title: Vice President

Signature Page to Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 005873 FRAME: 0255

SCHEDULE I

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Owner</u>
ALL-IN-ONE ICED COFFEE FLAVOR FUSION	3,696,889	10/13/2009	77/569,802	9/15/2008	S&D Coffee, Inc.
AMERICAN SELECT	3,112,054	7/4/2006	78/678,280	7/26/2005	S&D Coffee, Inc.
AMERICA'S SMARTEST COFFEE & TEA CO.	N/A	N/A	86/041,667	8/19/2013	S&D Coffee, Inc.
BEAN RIVER ROASTERS	4,214,856	9/25/2012	85/295,416	4/14/2011	S&D Coffee, Inc.
BUFFALO & SPRING	3,331,660	11/6/2007	78/746,463	11/3/2005	S&D Coffee, Inc.
BUFFALO & SPRING COFFEES OF DISTINCTION & Design	3,370,476	1/15/2008	78/758,374	11/21/2005	S&D Coffee, Inc.
CAFFTIVATE	3,846,213	9/7/2010	77/749,658	6/2/2009	S&D Coffee, Inc.
CEDAR SPRINGS COFFEE SHACK	4,800,233	8/25/2015	86/011,184	7/16/2013	S&D Coffee, Inc.
CONSTANT COFFEE	4,805,020	9/1/2015	86/282,413	5/15/2014	S&D Coffee, Inc.
DARK SKY CAFE	2,515,823	12/4/2001	76/021,450	4/10/2000	S&D Coffee, Inc.
DAY STARTER	2,952,739	5/17/2005	76/538,288	8/19/2003	S&D Coffee, Inc.
Design Only (COFFEE PLANT IN AN OVAL)	2,261,280	7/13/1999	74/732,633	9/21/1995	S&D Coffee, Inc.
DOWN HOME DARK ROAST	4,778,085	7/21/2015	86/154,995	12/31/2013	S&D Coffee, Inc.
EUROPEAN SELECT	2,061,697	5/13/1997	74/383,852	4/29/1993	S&D Coffee, Inc.
GLOBAL BLEND	3,637,127	6/9/2009	77/681,848	3/2/2009	S&D Coffee, Inc.
HORCHATA PINATA	4,809,206	9/8/2015	86/100,048	10/24/2013	S&D Coffee, Inc.
JAVA LANE	2,717,663	5/20/2003	75/607,755	12/15/1998	S&D Coffee, Inc.
JAVA LANE	4,566,758	7/15/2014	86/013,456	7/18/2013	S&D Coffee, Inc.
JAVA VALLEY	3,363,524	1/1/2008	78/812,231	2/10/2006	S&D Coffee, Inc.
KONA CLASSIC	1,998,504	9/3/1996	74/383,854	4/29/1993	S&D Coffee, Inc.
LIL' SPLASHERS	N/A	N/A	86/451,847	11/12/2014	S&D Coffee, Inc.
LINCOLNSHIRE	971,484	10/23/1973	72/449,215	2/20/1973	S&D Coffee, Inc.
MANGROVE BAY	3,090,741	5/9/2006	76/585,704	4/7/2004	S&D Coffee, Inc.
MILK PLEASE	4,622,325	10/14/2014	86/056,699	9/5/2013	S&D Coffee, Inc.
MILK SPLASH	4,625,649	10/21/2014	85/889,463	3/28/2013	S&D Coffee, Inc.
NEW RIVER	3,663,399	8/4/2009	77/656,752	1/26/2009	S&D Coffee, Inc.
NITRO-PAK	1,052,542	11/9/1976	73/038,627	12/3/1974	S&D Coffee, Inc.
PERFECT ICED COFFEE & Design	3,696,888	10/13/2009	77/569,795	9/15/2008	S&D Coffee, Inc.
PREMIUM GOLD	2,321,985	2/22/2000	75/713,065	5/25/1999	S&D Coffee, Inc.
PREMIUM GOLD	3,879,014	11/23/2010	77/938,854	2/18/2010	S&D Coffee, Inc.
RACE ZONE	3,291,877	9/11/2007	78/730,845	10/11/2005	S&D Coffee, Inc.
RED SKY BLEND	2,637,090	10/15/2002	76/252,699	5/5/2001	S&D Coffee, Inc.

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Owner</u>
ROOM MATE	2,897,909	10/26/2004	76/513,600	5/12/2003	S&D Coffee, Inc.
ROYAL DOWRY CHOCOLATES	3,122,091	7/25/2006	78/595,905	3/28/2005	S&D Coffee, Inc.
S&D	N/A	N/A	86/013,527	7/18/2013	S&D Coffee, Inc.
S&D & Design (PERCULATOR)	840,594	12/12/1967	72/257,311	10/26/1966	S&D Coffee, Inc.
S&D COFFEE & TEA & Design	N/A	N/A	86/013,486	7/18/2013	S&D Coffee, Inc.
S&D COFFEE, INC.	2,514,671	12/4/2001	76/091,906	7/19/2000	S&D Coffee, Inc.
S&D COFFEE, INC. & Design (PERCULATOR)	3,383,002	2/12/2008	78/746,481	11/3/2005	S&D Coffee, Inc.
SIMPLY COFFEE	N/A	N/A	85/881,205	3/20/2013	S&D Coffee, Inc.
SIMPLY COFFEE	3,993,057	7/12/2011	85/177,587	11/16/2010	S&D Coffee, Inc.
SIMPLY COFFEE	N/A	N/A	86/961,258	4/1/2016	S&D Coffee, Inc.
SIMPLY TEA	N/A	N/A	85/536,854	2/8/2012	S&D Coffee, Inc.
SIMPLYONE	N/A	N/A	86/678,838	6/30/2015	S&D Coffee, Inc.
SIR STRAWBERRY SWIRL	4,626,068	10/21/2014	86/056,721	9/5/2013	S&D Coffee, Inc.
SLIPPERY ROCK COFFEE SHOP	4,800,234	8/25/2015	86/011,191	7/16/2013	S&D Coffee, Inc.
SPLASH LANDING	4,778,216	7/21/2015	86/206,225	2/27/2014	S&D Coffee, Inc.
START ZONE	3,257,113	6/26/2007	78/730,853	10/11/2005	S&D Coffee, Inc.
SUITE SYSTEMS	1,678,013	3/3/1992	74/142,027	2/25/1991	S&D Coffee, Inc.
TALL OAKS COFFEE HOUSE	4,800,235	8/25/2015	86/011,198	7/16/2013	S&D Coffee, Inc.
TEAFINITY	3,851,104	9/21/2010	77/748,633	6/1/2009	S&D Coffee, Inc.
TEAFINITY BAGLESS TEA	4,455,932	12/24/2013	85/658,724	6/22/2012	S&D Coffee, Inc.
THE COFFEE ZONE	2,181,541	8/11/1998	75/274,820	4/15/1997	S&D Coffee, Inc.
THE JAVA GROVE	2,500,747	10/23/2001	75/662,318	3/17/1999	S&D Coffee, Inc.
THE MOST IMPORTANT BRAND IS YOURS	4,893,318	1/26/2016	86/041,643	8/19/2013	S&D Coffee, Inc.
VICTOR (Stylized)	68,024	3/3/1908	71/031,336	11/25/1907	S&D Coffee, Inc.
WAKE ZONE	3,018,270	11/22/2005	76/513,601	5/12/2003	S&D Coffee, Inc.
RAIZ SUSTAINABILITY ROOTED IN IMPACT & Design	N/A	N/A	87/120,680	7/29/2016	S&D Coffee, Inc.
RAIZ SUSTAINABILITY ROOTED IN IMPACT & Design	N/A	N/A	87/120,682	7/29/2016	S&D Coffee, Inc.