

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404840

<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>
DAVID RIO COFFEE & TEA, INC.		11/07/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVIDBANK		
<b>Street Address:</b>	50 West San Fernando Street, Suite 850		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4455282	TONIKA	
<b>Registration Number:</b>	2739025	POWER CHAI	
<b>Registration Number:</b>	2695680	TIGER SPICE CHAI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>	(650) 648-3802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 MIDDLEFIELD ROAD, SUITE 215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	2-1035		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	11/08/2016		
<b>Total Attachments: 5</b>			
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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 2, 2016 by and between DAVID RIO COFFEE & TEA, INC., a California corporation ("Grantor") and AVIDBANK, a California corporation ("Bank").

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of December 2, 2011 and as amended and restated on even date herewith (the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. In connection therewith, Bank and Grantor entered into that certain Intellectual Property Security Agreement dated as of December 2, 2011 (the "Original IPSA"). Bank and Grantor desire to amend and restate the Original IPSA in accordance with the terms of this Agreement.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

This Agreement is intended to and does completely amend and restate, without novation, the Original IPSA. All security interests granted under the Original IPSA are hereby confirmed and ratified as set forth herein.

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

DAVID RIO COFFEE & TEA, INC.

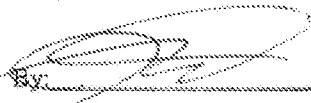
P.O. Box 885462  
San Francisco, CA 94188  
Attn: David Scott Llewellyn - CEO

By:   
Print Name: SCOTT LOWE  
Title: PRESIDENT

Address of Bank:

AVIDBANK

50 West San Fernando Street, Suite 850  
San Jose, California 95113  
FAX: 408-200-7399  
Attn: Jon Krogstad

By:   
Print Name: JON KROGSTAD  
Title: SVP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<b>Title</b>	<b>Serial/ Patent Number</b>	<b>Application/ Issue Date</b>
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**EXHIBIT C**

**Trademarks**

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
ALPHA VEGGIE	85731971	September 18, 2012*
TONIKA	4455282	December 24, 2013
GREEN PASSION	78357729	January 26, 2004*
CHAI COOLER	78113272	March 7, 2002*
POWER CHAI	2739025	July 15, 2003
TIGER SPICE CHAI	2695680	March 11, 2003
CHAIMOBILE	77950957	March 4, 2010*

\*Indicates dead, abandoned or cancelled trademark