

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH	FORMERLY COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH	12/01/2017	NEW YORK STATE LICENSED BRANCH OF A DUTCH BANKING COOPERATIVE: NETHERLANDS

## RECEIVING PARTY DATA

<b>Name:</b>	PEET'S COFFEE & TEA, LLC
<b>Street Address:</b>	1400 Park Avenue
<b>City:</b>	Emeryville
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94608
<b>Entity Type:</b>	Corporation: WASHINGTON
<b>Name:</b>	PEET'S COFFEE & TEA, INC.
<b>Street Address:</b>	1400 Park Avenue
<b>City:</b>	Emeryville
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94608
<b>Entity Type:</b>	Corporation: WASHINGTON
<b>Name:</b>	STUMPTOWN COFFEE CORP
<b>Street Address:</b>	100 SE Salmon Street
<b>City:</b>	Portland
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97214
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
<b>Registration Number:</b>	2295386	BLEND 101
<b>Registration Number:</b>	4187917	CAFE DOMINGO
<b>Registration Number:</b>	4187960	CAFE SOLANO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85509898	DRINK A GREAT CUP DO A GOOD THING
Registration Number:	3671784	ESPRESSO FORTE
Registration Number:	4174155	ETHIOPIAN SUPER NATURAL
Registration Number:	3754106	FRESH TRUTH
Registration Number:	2608691	GAIA ORGANIC BLEND
Registration Number:	1061798	GARUDA BLEND
Registration Number:	5166905	JAVIVA
Registration Number:	2588248	JR RESERVE BLEND
Serial Number:	86206299	KENYA KIBURI
Registration Number:	0945867	MAJOR DICKASON'S BLEND
Registration Number:	2594318	P
Registration Number:	3792614	P
Registration Number:	3792616	P PEET'S COFFEE & TEA
Registration Number:	3792617	P PEET'S COFFEE
Registration Number:	4484255	P PEET'S COFFEE
Registration Number:	3792618	P PEET'S TEA
Registration Number:	5082600	PEETNIK
Registration Number:	4747975	PEETNIKS
Registration Number:	3119132	PEET'S
Registration Number:	1500867	PEET'S
Registration Number:	0955284	PEET'S
Registration Number:	2676962	PEET'S COFFEE & TEA
Registration Number:	4356998	P PEET'S COFFEE & TEA
Registration Number:	4357000	P PEET'S COFFEE & TEA
Registration Number:	2385139	PEETS.COM
Registration Number:	2355383	PRIDE OF THE PORT
Registration Number:	2448971	PUMPHREY'S BLEND
Registration Number:	2833297	SNOW LEOPARD
Registration Number:	2352103	SUMMER HOUSE
Registration Number:	3754110	TEA CRAFTED FROM EXPERIENCE
Registration Number:	4490692	
Registration Number:	3879986	UZURI AFRICAN BLEND
Registration Number:	4148694	
Registration Number:	3851775	CHERRY
Registration Number:	4232141	
Registration Number:	4232140	
Registration Number:	4522255	COLD BREW
Serial Number:	86522595	DIVISION STREET

Property Type	Number	Word Mark
Registration Number:	2856072	HAIR BENDER
Registration Number:	2853913	HOLLER MOUNTAIN
Registration Number:	2853914	STUMPTOWN
Registration Number:	3969432	STUMPTOWN
Registration Number:	3969433	STUMPTOWN COFFEE ROASTERS
Registration Number:	2853912	TRAPPER CREEK

**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:** 212.735.5117  
**Email:** francine.waldbaum@skadden.com  
**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP  
**Address Line 1:** Four Times Square  
**Address Line 2:** Francine Waldbaum  
**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	153780/5
<b>NAME OF SUBMITTER:</b>	Megan Manfred
<b>SIGNATURE:</b>	/Megan Manfred/
<b>DATE SIGNED:</b>	12/12/2017

**Total Attachments: 7**  
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "*Release*") is made as of December 1, 2017, by COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (formerly known as COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH), in its capacity as administrative agent (together with its permitted successors and assigns, "*Administrative Agent*") in favor of PEET'S COFFEE AND TEA, LLC, PEET'S COFFEE, INC. (formerly known as PEET'S TRADEMARK COMPANY), and STUMPTOWN COFFEE CORP (each a "*Grantor*" and collectively, the "*Grantors*").

WITNESSETH:

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 Peet's Operating Company, Inc., a Virginia Corporation, as borrower ("*Borrower*"), the various financial institutions party thereto as a lender (each a "*Lender*" and collectively the "*Lenders*"), and Administrative Agent, Lenders made certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, as a condition of the Credit Agreement, the Grantor executed and delivered to the 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, the Grantors executed and delivered to the Administrative Agent, for the benefit of the Secured Parties: (i) that certain Trademark Security Agreement dated as of February 6, 2015 (the "*Peet's Trademark Security Agreement*") among Peet's Coffee and Tea, LLC ("*Peet's Coffee*"), Peet's Trademark Company ("*Pete's Trademark*") and Administrative Agent, and (ii) that certain Trademark Security Agreement dated as of November 25, 2015 (the "*Stumptown Trademark Security Agreement*") between Stumptown Coffee Corp. ("*Stumptown*") and Administrative Agent, Peet's Coffee, Pete's Trademark and Stumptown;

WHEREAS, pursuant to the Peet's Trademark Security Agreement and the Stumptown Trademark Security Agreement, each Grantor has granted, collaterally assigned and pledged 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 then owned or existing or thereafter acquired or arising and wherever located (collectively, the "*Trademark Collateral*");

- (a) all of such Grantor's Trademarks, including those referred to on Schedule 1 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 or (ii) injury to the goodwill associated with any Trademark.

WHEREAS, the Peet's Trademark Security Agreement was recorded at Reel 005457, Frame 0791 on February 10, 2015, and the Stumptown Trademark Security Agreement was recorded at Reel 005677, Frame 0884 on November 30, 2015; and

WHEREAS, the Grantors have requested that Administrative Agent release its lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, the Credit Agreement.

2. Release. Administrative Agent hereby: (i) releases any and all rights, claims, liens, and other encumbrances in and to the Trademark Collateral and reassigns to the applicable Grantor, any and all rights, titles and interests that the Lenders might have in the Trademark Collateral pursuant to the Security Agreement, the Peet's Trademark Security Agreement or the Stumptown Trademark Security Agreement, without any representation, warranty, or recourse of any kind (either express or implied) or undertaking by Administrative Agent, to the applicable Grantors, and (ii) terminates each of the Peet's Trademark Security Agreement and the Stumptown Trademark Agreement and releases all of Administrative Agent's rights thereunder.

3. Further Actions. Administrative Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively evidence, record and carry out the purposes of this Release, all at the expense of the Grantor. Agent authorizes the Grantor (or its designees) to file such documentation as is necessary to effect the releases of the Trademark Collateral and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of Administrative Agent's rights under the Trademark Security Agreement and the Security Agreement, with respect to the Trademark Collateral.

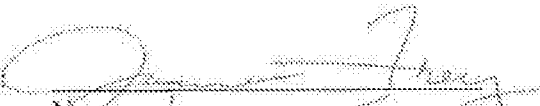
4. Counterparts. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Release in any judicial proceedings, it shall not be necessary to 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.

5. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized officers as of the day and year first above written.

COÖPERATIEVE RABOBANK U.A., NEW  
YORK BRANCH (FORMERLY  
COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK, B.A.,  
"RABOBANK NEDERLAND", NEW  
YORK BRANCH), as Administrative Agent

By:   
Name: James E. [unclear]  
Title: Executive Director

By:   
Name: Christopher Hartofills  
Title: Executive Director

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

TRADEMARK  
REEL: 006226 FRAME: 0424

**SCHEDULE I**  
to  
**TRADEMARK RELEASES**  
TRADEMARK REGISTRATIONS AND APPLICATIONS

**Peet's Coffee Trademarks and Trademark Applications**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>	<b>Status/ Comments</b>
United States	BLEND 101	2295386	30-Nov-1999	Peet's Coffee, Inc.	Registered
United States	CAFE DOMINGO	4187917	8/7/2012	Peet's Coffee, Inc.	Registered
United States	CAFE SOLANO	4187960	8/7/2012	Peet's Coffee, Inc.	Registered
United States	DRINK A GREAT CUP DO A GOOD THING	(85509898) (Intent to Use)	(05-Jan-2012)	Peet's Coffee, Inc.	Pending
United States	ESPRESSO FORTE	3671784	25-Aug-2009	Peet's Coffee, Inc.	Registered
United States	ETHIOPIAN SUPER NATURAL	4174155	7/17/2012	Peet's Coffee, Inc.	Registered
United States	FRESH TRUTH	3754106	02-Mar-2010	Peet's Operating Company, Inc.	Cancelled
United States	GAIA ORGANIC BLEND	2608691	20-Aug-2002	Peet's Coffee, Inc.	Registered
United States	GARUDA BLEND	1061798	22-Mar-1977	Peet's Coffee, Inc.	Registered
United States	JAVIVA	5166905	21-Mar-2017	Peet's Coffee, Inc.	Registered
United States	JR RESERVE BLEND	2588248	02-Jul-2002	Peet's Coffee, Inc.	Registered
United States	KENYA KIBURI	(86/206299)	(27-Feb-2014)	Peet's Operating Company, Inc.	Abandoned
United States	MAJOR DICKASON'S BLEND	0945867	24-Oct-1972	Peet's Coffee, Inc.	Registered
United States	P (Modified P and Mug Design)	2594318	16-Jul-2002	Peet's Coffee, Inc.	Registered
United States	P and Design	3792614	25-May-2010	Peet's Coffee, Inc.	Registered
United States	P PEET'S COFFEE & TEA and Design	3792616	25-May-2010	Peet's Coffee, Inc.	Registered
United States	P PEET'S COFFEE and Design	3792617	25-May-2010	Peet's Coffee, Inc.	Registered
United States	P PEET'S COFFEE and Design	4484255	18-Feb-2014	Peet's Coffee, Inc.	Registered
United States	P PEET'S TEA and Design	3792618	25-May-2010	Peet's Operating Company, Inc.	Cancelled

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
United States	PEETNIK	5082600	15-Nov-2016	Peet's Coffee, Inc.	Registered
United States	PEETNIKS	4747975	02-Jun-2015	Peet's Coffee, Inc.	Registered
United States	PEET'S	3119132	25-Jul-2006	Peet's Coffee, Inc.	Registered
United States	PEET'S	1500867	16-Aug-1988	Peet's Coffee, Inc.	Registered
United States	PEET'S	0955284	13-Mar-1973	Peet's Coffee, Inc.	Registered
United States	PEET'S COFFEE & TEA and Design	2676962	21-Jan-2003	Peet's Coffee, Inc.	Registered
United States	P PEET'S COFFEE & TEA RECTANGLE Design (Small Scale)	4356998	25-Jun-2013	Peet's Coffee, Inc.	Registered
United States	P PEET'S COFFEE & TEA and Rectangle Design	4357000	25-Jun-2013	Peet's Coffee, Inc.	Registered
United States	PEETS.COM	2385139	12-Sep-2000	Peet's Coffee, Inc.	Registered
United States	PRIDE OF THE PORT	2355383	06-Jun-2000	Peet's Coffee, Inc.	Registered
United States	PUMPHREY'S BLEND	2448971	08-May-2001	Peet's Coffee, Inc.	Registered
United States	SNOW LEOPARD	2833297	13-Apr-2004	Peet's Coffee, Inc.	Registered
United States	SUMMER HOUSE	2352103	23-May-2000	Peet's Coffee, Inc.	Registered
United States	TEA CRAFTED FROM EXPERIENCE	3754110	02-Mar-2010	Peet's Operating Company, Inc.	Cancelled
United States	**Design Only** TRIBAL PATTERN	4490692	04-Mar-2014	Peet's Coffee, Inc.	Registered
United States	UZURI AFRICAN BLEND	3879986	23-Nov-2010	Peet's Coffee, Inc.	Registered

**Stumptown Trademarks and Trademark Applications**

Jurisdiction	Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
United States	BROWN JAR	85/252,120 (Feb. 25, 2011)	4,148,694 (May 29, 2012)	Stumptown Coffee Corp.	Registered
United States	CHERRY	78/968,048 (Sep. 6, 2006)	3,851,775 (Sep. 21, 2010)	Stumptown Coffee Corp.	Cancelled
United States	COFFEE BAG WITH CARD	85/207,569 (Dec. 29, 2010)	4,232,141 (Oct. 30,	Stumptown Coffee Corp.	Registered

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Jurisdiction	Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
			2012)		
US State -- CA	COFFEE BAG WITH CARD	114536 (Jun. 20, 2011)	114536 (Jun. 20, 2011)	Stumptown Inc.	Registered
US State -- NY	COFFEE BAG WITH CARD		R32222 (May 16, 2013)	Stumptown Coffee Corp.	Registered
US State -- OR	COFFEE BAG WITH CARD	T41613 (Feb. 11, 2011)	T41613 (Feb. 11, 2011)	Stumptown Inc.	Registered
US State -- WA	COFFEE BAG WITH CARD	54430 (Feb. 11, 2011)	54430 (Feb. 11, 2011)	Stumptown Inc.	Registered
United States	COFFEE BAG WITH STITCHING AND RIBBON	85/207,568 (Dec. 29, 2010)	4,232,140 (Oct. 30, 2012)	Stumptown Coffee Corp.	Registered
United States	COLD BREW & Design	85/207,571 (Dec. 29, 2010)	4,522,255 (Apr. 29, 2014)	Stumptown Coffee Corp.	Registered
Canada	DIVISION STREET	1740037 (Jul. 31, 2015)		Stumptown Coffee Corp.	Pending
Japan	DIVISION STREET	2015-073599 (Jul. 31, 2015)		Stumptown Coffee Corp.	Pending
Korea	DIVISION STREET	402015005721 1 (Jul. 31, 2015)		Stumptown Coffee Corp.	Pending
United States	DIVISION STREET	86522595 (Feb. 3, 2015)		Stumptown Coffee Corp.	Abandoned
Canada	HAIR BENDER	1512743 (Jan. 26, 2011)	TMA821,451 (Apr. 3, 2012)	Stumptown Coffee Corp.	Registered
United States	HAIR BENDER	78/271,203 (Jul. 7, 2003)	2,856,072 (Jun. 22, 2004)	Stumptown Coffee Corp.	Registered
Canada	HOLLER MOUNTAIN	1512739 (Jan. 26, 2011)	TMA821,452 (Apr. 3, 2012)	Stumptown Coffee Corp.	Registered
United States	HOLLER MOUNTAIN	78/271,213 (Jul. 7, 2003)	2,853,913 (Jun. 15, 2004)	Stumptown Coffee Corp.	Registered

Jurisdiction	Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
Canada	STUMPTOWN	1,505,332 (Nov. 24, 2010)	TMA810,768 (Nov. 1, 2011)	Stumptown Coffee Corp.	Registered
CTM	STUMPTOWN	012129029 (Sep. 10, 2013)	012129029 (Feb. 19, 2014)	Stumptown Coffee Corp.	Registered
Japan	STUMPTOWN	201520670 (Mar. 6, 2015)		Stumptown Coffee Corp.	Pending
South Korea	STUMPTOWN	4520146379 (Aug. 13, 2014)		Stumptown Coffee Corp.	Pending
United States	STUMPTOWN	78/271,215 (Jul. 7, 2003)	2,853,914 (Jun. 15, 2004)	Stumptown Coffee Corp.	Registered
United States	STUMPTOWN	85/096,299 (Jul. 29, 2010)	3,969,432 (May 31, 2011)	Stumptown Coffee Corp.	Registered
United States	STUMPTOWN COFFEE ROASTERS	85/096,327 (Jul. 29, 2010)	3,969,433 (May 31, 2011)	Stumptown Coffee Corp.	Registered
Canada	TRAPPER CREEK	1512741 (Jan. 26, 2011)	TMA821,450 (Apr. 3, 2012)	Stumptown Coffee Corp.	Registered
United States	TRAPPER CREEK	78/271,210 (Jul. 7, 2003)	2,853,912 (Jun. 15, 2004)	Stumptown Coffee Corp.	Registered

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