

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454578

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Massimo Zanetti Beverage USA, Inc.		12/13/2017	Corporation: DELAWARE
Kauai Coffee Company, LLC		12/13/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	550 S. Tryon Street, 23rd Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202-4200
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	5335893	PARADISE MANGO TWIST
Registration Number:	2183733	KAUAI COFFEE
Registration Number:	4397751	ROOSTER ALARM
Registration Number:	4564922	POLIHALE SUNSET
Registration Number:	4564921	KAUAI BREEZE
Registration Number:	4664200	ISLANDER DELIGHT
Registration Number:	4693056	GARDEN ISLE
Registration Number:	2516061	
Registration Number:	2604351	KAUAI COFFEE
Serial Number:	87478470	AT HOME, IT'S HILLS.
Serial Number:	86961000	BREW AND RENEW
Serial Number:	86741005	PARADISE MANGO TWIST
Registration Number:	3987120	DARK SATIN
Registration Number:	4051879	REVEILLE
Registration Number:	3422977	MASSIMO ZANETTI BEVERAGE
Registration Number:	2157824	
Registration Number:	2173203	

OP \$1715.00 5335893

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4387514	THE HEAVENLY COFFEE
Registration Number:	2297002	HEAVENLY HAZELNUT
Registration Number:	4534464	ENZO
Registration Number:	1597673	PERFECT BALANCE
Registration Number:	4539080	BRILLANTE
Registration Number:	3819573	HEAVENLY.
Registration Number:	4633021	MONTAGNA
Registration Number:	4642078	GET COZY
Registration Number:	4704595	A BETTER CUP BY DESIGN
Registration Number:	4819565	CRAFTED WITHOUT COMPROMISE FOR OVER 137
Registration Number:	4827418	CRESCENDO
Registration Number:	4997427	COFFEE CRAFTED LIKE NO OTHER.
Registration Number:	5003991	CRAFTED WITHOUT COMPROMISE
Registration Number:	5037055	HILLS BROS. CRAFTED WITHOUT COMPROMISE F
Registration Number:	5037054	HILLS BROS. CRAFTED WITHOUT COMPROMISE
Registration Number:	5082548	COFFEE NOW AND FOR THE FUTURE
Registration Number:	5124637	HIGHLAND VILLAGE RESERVE
Registration Number:	1332466	HIGH YIELD
Registration Number:	0051468	
Serial Number:	86257321	CRAFTED LIKE NO OTHER
Registration Number:	1249156	MJB
Registration Number:	838900	MJB
Registration Number:	1980790	CHASE & SANBORN
Registration Number:	2366913	MASTER CHEF
Registration Number:	4185329	HILLS BROS. THE TRUSTED COFFEE SINCE 187
Registration Number:	1014223	HILLS BROS
Registration Number:	894796	CHOCK FULL O' NUTS
Registration Number:	3068091	CHOCK FULL O' NUTS
Registration Number:	3068077	CHOCK FULL O' NUTS
Registration Number:	632806	CHOCK FULL O'NUTS-THE HEAVENLY COFFEE
Registration Number:	2006514	CHOCK FULL O' NUTS
Registration Number:	2635384	CHOCK EXPRESS
Registration Number:	2635383	CHOCK EXPRESS
Registration Number:	2943754	CHOCK FULL O' NUTS CAFE BLEND
Registration Number:	1682460	CHOCK O'CCINO
Registration Number:	3262090	MIDTOWN
Registration Number:	163338	HILLS BROS
Registration Number:	1248529	MJB

Property Type	Number	Word Mark
Registration Number:	2786218	CHOCK CAFE
Registration Number:	2694854	CHOCK CAFE
Registration Number:	2694855	CHOCK CAFE
Registration Number:	2692320	CHOCK EXPRESS
Serial Number:	85832910	PARADISO
Registration Number:	781823	HILLS BROS
Registration Number:	784094	CHOCK FULL O' NUTS
Serial Number:	86448330	THAT'S NUTS! NO, IT'S CHOCK FULL O'NUTS.
Serial Number:	86352856	FILTER CUP
Serial Number:	86139731	HIGHLAND VILLAGE
Serial Number:	86006221	GET COZY WITH HILLS BROS. CAPPUCCINO
Registration Number:	4031136	OPTI-ROAST
Serial Number:	86824711	VIVACE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Joanne Arnold
SIGNATURE:	/Joanne Arnold/
DATE SIGNED:	12/14/2017

Total Attachments: 31
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Massimo Zanetti Beverage USA, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 13, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 550 S. Tryon Street, 23rd Floor

City: Charlotte

State: NC

Country: USA Zip: 28202-4200

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Violet

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 800-713-0755

Docket Number: _____

Email Address: Michael.Violet@wolterskluwer.com

6. Total number of applications and registrations involved:

72

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

Joanne BL Arnold

Name of Person Signing

December 13, 2017

Date

Total number of pages including cover sheet, attachments, and document:

31

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional names of conveying parties

Kauai Coffee Company, LLC, a Delaware limited liability company

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of December, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Massimo Zanetti Beverage USA, Inc., a Delaware corporation ("Borrower"), and together with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), certain affiliates of Borrower, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent and Wells Fargo Securities, LLC, a Delaware limited liability company, as sole lead arranger and sole bookrunner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) 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 any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of 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 Agent, the other members of the Lender Group, the Bank Product Providers 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Agent's Security Interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MASSIMO ZANETTI BEVERAGE
USA, INC.

By: John E. Boyle
Name: JOHN E. BOYLE
Title: PRESIDENT AND CEO

KAUAI COFFEE COMPANY, LLC
By: MASSIMO ZANETTI BEVERAGE
USA, INC., its Sole Member

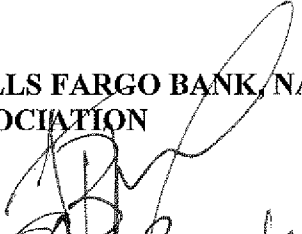
By: John E. Boyle
Name: JOHN E. BOYLE
Its: PRESIDENT AND CEO

[Signature Page to Trademark Security Agreement]

AGENT:

**ACCEPTED AND ACKNOWLEDGED
BY:**

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: John Berndez V.P.
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006228 FRAME: 0581**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Kauai Coffee Company, LLC	United States	PARADISE MANGO TWIST Owner: KAUAI COFFEE COMPANY, LLC	5335893	11/14/17
Kauai Coffee Company, LLC	United States	KAUAI COFFEE & DESIGN Owner: KAUAI COFFEE COMPANY, LLC	2183733	08/25/98
Kauai Coffee Company, LLC	United States – Hawaii	KAUAI COFFEE Owner: KAUAI COFFEE COMPANY, LLC	4025118	08/02/04
Kauai Coffee Company, LLC	United States	ROOSTER ALARM Owner: KAUAI COFFEE COMPANY, LLC	4397751	09/03/13
Kauai Coffee Company, LLC	Mexico	KAUAI Owner: KAUAI COFFEE COMPANY, LLC	1155599	04/28/10
Kauai Coffee Company, LLC	United States – Hawaii	BIG BRADDAH'S COFFEE Owner: KAUAI COFFEE COMPANY, LLC	4082971	04/14/10
Kauai Coffee Company, LLC	Taiwan R.O.C.	KAUAI COFFEE Owner: KAUAI COFFEE COMPANY, LLC	1444520	06/15/10
Kauai Coffee Company, LLC	United States	POLIHALE SUNSET Owner: KAUAI COFFEE COMPANY, LLC	4564922	07/08/14
Kauai Coffee Company, LLC	United States	KAUAI BREEZE Owner: KAUAI COFFEE COMPANY, LLC	4564921	07/08/14

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Kauai Coffee Company, LLC	United States - Hawaii	MCBRYDE ESTATE Owner: KAUAI COFFEE COMPANY, LLC	4090313	12/13/10
Kauai Coffee Company, LLC	United States	ISLANDER DELIGHT Owner: KAUAI COFFEE COMPANY, LLC	4664200	12/30/14
Kauai Coffee Company, LLC	United States	GARDEN ISLE Owner: KAUAI COFFEE COMPANY, LLC	4693056	02/24/15
Kauai Coffee Company, LLC	Japan	Hula Girl Design Owner: KAUAI COFFEE COMPANY, LLC	4514812	10/19/01
Kauai Coffee Company, LLC	United States	Hula Girl Design Owner: KAUAI COFFEE COMPANY, LLC	2516061	12/11/01
Kauai Coffee Company, LLC	Japan	KAUAI COFFEE & DESIGN Owner: KAUAI COFFEE COMPANY, LLC	4542760	02/08/02
Kauai Coffee Company, LLC	United States – Hawaii	ESTATE COFFEE CLUB Owner: KAUAI COFFEE COMPANY, LLC	250003	04/20/01
Kauai Coffee Company, LLC	United States - Hawaii	KAUAI ESTATE RESERVE Owner: KAUAI COFFEE COMPANY, LLC	250006	04/20/01
Kauai Coffee Company, LLC	United States	KAUAI COFFEE Owner: KAUAI COFFEE COMPANY, LLC	2604351	08/06/02
Kauai Coffee Company, LLC	Canada	KAUAI COFFEE & DESIGN Owner: KAUAI COFFEE COMPANY, LLC	TMA495208	05/26/98

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Kauai Coffee Company, LLC	China	KAUAI COFFEE Owner: MASSIMO ZANETTI BEVERAGE USA, INC.	18137835	12/07/16
Kauai Coffee Company, LLC	China	KAUAI COFFEE Owner: MASSIMO ZANETTI BEVERAGE USA, INC.	18125653	11/28/16
Massimo Zanetti Beverage USA, Inc.	United States	AT HOME, IT'S HILLS	87478470	
Massimo Zanetti Beverage USA, Inc.	United States	BREW AND RENEW	86961000	
Massimo Zanetti Beverage USA, Inc.	United States	PARADISE MANGO TWIST	86741005	
Massimo Zanetti Beverage USA, Inc.	United States	DARK SATIN	3987120	06/28/11
Massimo Zanetti Beverage USA, Inc.	Canada	RED CAN	TMDA055103	08/31/32
Massimo Zanetti Beverage USA, Inc.	Canada	MELANGE ULTRA & DESIGN	TMA332401	09/25/87
Massimo Zanetti Beverage USA, Inc.	Canada	THE HEAVENLY COFFEE & DESIGN	TMA332400	09/25/87
Massimo Zanetti Beverage USA, Inc.	Canada	ULTRA BLEND & DESIGN	TMA332399	09/25/87

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	United States	BREW AND RENEW	86961000	N/A
Massimo Zanetti Beverage USA, Inc.	United States	REVEILLE	4051879	11/08/11
Massimo Zanetti Beverage USA, Inc.	United States	MASSIMO ZANETTI BEVERAGE & DESIGN	3422977	05/06/08
Massimo Zanetti Beverage USA, Inc.	United States	Checkerboard Design in Cl. 25 (Supplemental Register)	2157824	05/12/98
Massimo Zanetti Beverage USA, Inc.	United States	Checkerboard Design in Cl. 30	2173203	07/14/98
Massimo Zanetti Beverage USA, Inc.	Canada	ENZO	1740205	N/A
Massimo Zanetti Beverage USA, Inc.	United States	THE HEAVENLY COFFEE	4387514	08/20/13
Massimo Zanetti Beverage USA, Inc.	United States	HEAVENLY HAZELNUT	2297002	11/30/99
Massimo Zanetti Beverage USA, Inc.	United States	ENZO	4534464	05/20/14
Massimo Zanetti Beverage USA, Inc.	United States	PERFECT BALANCE	1597673	05/22/90
Massimo Zanetti Beverage USA, Inc.	United States	BRILLANTE	4539080	05/27/14

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	United States	heavenly.	3819573	07/13/10
Massimo Zanetti Beverage USA, Inc.	United States	MONTAGNA	4633021	11/04/14
Massimo Zanetti Beverage USA, Inc.	United States	GET COZY	4642078	11/18/14
Massimo Zanetti Beverage USA, Inc.	United States	A BETTER CUP BY DESIGN	4704595	03/17/15
Massimo Zanetti Beverage USA, Inc.	United States	CRAFTED WITHOUT COMPROMISE FOR OVER 137 YEARS	4819565	09/22/15
Massimo Zanetti Beverage USA, Inc.	United States	CRESCENDO	4827418	10/06/15
Massimo Zanetti Beverage USA, Inc.	United States	COFFEE CRAFTED LIKE NO OTHER.	4997427	07/12/16
Massimo Zanetti Beverage USA, Inc.	United States	CRAFTED WITHOUT COMPROMISE	5003991	07/19/16
Massimo Zanetti Beverage USA, Inc.	United States	HILLS BROS. CRAFTED WITHOUT COMPROMISE FOR OVER 137 YEARS	5037055	09/06/16
Massimo Zanetti Beverage USA, Inc.	United States	HILLS BROS. CRAFTED WITHOUT COMPROMISE	5037054	09/06/16

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	United States	COFFEE NOW AND FOR THE FUTURE	5082548	11/15/16
Massimo Zanetti Beverage USA, Inc.	United States	HIGHLAND VILLAGE RESERVE	5124637	01/17/17
Massimo Zanetti Beverage USA, Inc.	United States	HIGH YIELD	1332466	04/23/85
Massimo Zanetti Beverage USA, Inc.	United States	Arab Man Device	0051468	04/17/06
Massimo Zanetti Beverage USA, Inc.	United States	CRAFTED LIKE NO OTHER	86257321	N/A
Massimo Zanetti Beverage USA, Inc.	United States	AT HOME, IT'S HILLS.	87478470	N/A
Massimo Zanetti Beverage USA, Inc.	Canada	.M.J.B. & DESIGN	TMDA34562	11/14/23
Massimo Zanetti Beverage USA, Inc.	Ukraine	MJB & DESIGN	123929	06/10/10
Massimo Zanetti Beverage USA, Inc.	Canada	MJB	TMA606281	03/25/04
Massimo Zanetti Beverage USA, Inc.	Japan	M J B	4286036	06/25/99
Massimo Zanetti Beverage USA, Inc.	Mexico	MJB & DESIGN	1294620	06/28/12

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	Mexico	M.J.B.	460250	05/13/94
Massimo Zanetti Beverage USA, Inc.	United States	MJB & DESIGN	1249156	08/23/83
Massimo Zanetti Beverage USA, Inc.	Japan	M J B	4774140	05/28/04
Massimo Zanetti Beverage USA, Inc.	New Zealand	MJB & DESIGN	81493	01/05/68
Massimo Zanetti Beverage USA, Inc.	Japan	MJB & DESIGN	1819054	11/29/85
Massimo Zanetti Beverage USA, Inc.	Republic of Korea	M J B	40-0010788	02/02/66
Massimo Zanetti Beverage USA, Inc.	Hong Kong	MJB & DESIGN	19690514	04/19/67
Massimo Zanetti Beverage USA, Inc.	Republic of Korea	MJB (Korean)	40-0344476	07/31/96
Massimo Zanetti Beverage USA, Inc.	Republic of Korea	MJB & DESIGN	40-0344475	07/31/96
Massimo Zanetti Beverage USA, Inc.	Japan	MJB (Stylized)	0718572	09/02/66
Massimo Zanetti Beverage USA, Inc.	United States	MJB & DESIGN	838900	11/14/67

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	Japan	MJB (Stylized)	0728388	12/27/66
Massimo Zanetti Beverage USA, Inc.	Canada	MJB & DESIGN	TMA150973	05/26/67
Massimo Zanetti Beverage USA, Inc.	Costa Rica	CHASE & SANBORN	221789	10/05/12
Massimo Zanetti Beverage USA, Inc.	Japan	CHASE & SANBORN	2653644	04/28/94
Massimo Zanetti Beverage USA, Inc.	United States	CHASE & SANBORN	1980790	06/18/96
Massimo Zanetti Beverage USA, Inc.	United Kingdom	CHASE & SANBORN PURE COFFEE & DESIGN	UK00000663461	10/21/47
Massimo Zanetti Beverage USA, Inc.	Puerto Rico	MASTER CHEF	207777	08/04/14
Massimo Zanetti Beverage USA, Inc.	Honduras	MASTER CHEF	121070	08/27/12
Massimo Zanetti Beverage USA, Inc.	United States	MASTER CHEF	2366913	07/11/00
Massimo Zanetti Beverage USA, Inc.	Mexico	MASTER CHEF	1255288	11/30/11
Massimo Zanetti Beverage USA, Inc.	Japan	MASTER CHEF	5465323	01/20/12

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	Chile	MASTER CHEF	944847	02/27/12
Massimo Zanetti Beverage USA, Inc.	El Salvador	MASTER CHEF	213 Bk-187	05/17/12
Massimo Zanetti Beverage USA, Inc.	Costa Rica	MASTER CHEF	219445	07/13/12
Massimo Zanetti Beverage USA, Inc.	Nicaragua	MASTER CHEF	2014100828LM	01/14/14
Massimo Zanetti Beverage USA, Inc.	China	MASTER CHEF	18137834	12/07/06
Massimo Zanetti Beverage USA, Inc.	Gaza Strip	HILLS BROS	14778	07/29/11
Massimo Zanetti Beverage USA, Inc.	Gaza Strip	HILLS BROS & color design	14779	07/07/11
Massimo Zanetti Beverage USA, Inc.	Philippines	HILLS BROS. (Stylized)	8751	12/03/11
Massimo Zanetti Beverage USA, Inc.	United States	HILLS BROS. THE TRUSTED COFFEE SINCE 1878 & DESIGN	4185329	08/07/12
Massimo Zanetti Beverage USA, Inc.	Ukraine	HILLS BROS & DESIGN	127984	09/10/10
Massimo Zanetti Beverage USA, Inc.	European Union	HILLS BROS. & DESIGN	008463812	01/31/10

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	European Union	HILLS BROS	008463754	01/31/10
Massimo Zanetti Beverage USA, Inc.	Israel	HILLS BROS	230135	10/04/11
Massimo Zanetti Beverage USA, Inc.	Israel	HILLS BROS (LOGO)	230134	10/04/11
Massimo Zanetti Beverage USA, Inc.	Jordan	HILLS BROS	114412	09/23/10
Massimo Zanetti Beverage USA, Inc.	Jordan	HILLS BROS & DESIGN	114604	09/23/10
Massimo Zanetti Beverage USA, Inc.	Japan	HILLS COFFEE	1433912	09/29/80
Massimo Zanetti Beverage USA, Inc.	Japan	HILLS BROS (in Katakana)	1433923	09/29/80
Massimo Zanetti Beverage USA, Inc.	Japan	HILLS COFFEE (in Katakana)	1433914	09/29/80
Massimo Zanetti Beverage USA, Inc.	Mexico	HILLS BROS	414643	01/30/01
Massimo Zanetti Beverage USA, Inc.	Thailand	HILLS BROS.	KOR133299	02/04/81
Massimo Zanetti Beverage USA, Inc.	Japan	HILLS BROS & DESIGN	900999	06/10/71

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	Chile	HILLS BROS	944847	02/27/12
Massimo Zanetti Beverage USA, Inc.	Puerto Rico	HILLS BROS	80754	06/26/12
Massimo Zanetti Beverage USA, Inc.	Costa Rica	HILLS BROS	221789	10/05/12
Massimo Zanetti Beverage USA, Inc.	Canada	HILLS BROS.	TMDA57231	7/20/1933 (1933)
Massimo Zanetti Beverage USA, Inc.	Japan	HILLS BROS COFFEE & DESIGN (Cl. 30)	430595	08/29/53
Massimo Zanetti Beverage USA, Inc.	Japan	HILLS BROS & DESIGN	0639777	03/27/64
Massimo Zanetti Beverage USA, Inc.	Japan	HILLS BROTHERS (in Katakana)	1699694	07/25/84
Massimo Zanetti Beverage USA, Inc.	Japan	HILLS BROS. (Stylized)	177700	02/17/26
Massimo Zanetti Beverage USA, Inc.	Republic of Korea	HILLS BROS	0315673	06/16/95
Massimo Zanetti Beverage USA, Inc.	Republic of Korea	HILLS BROS in Korean	0315669	06/16/95
Massimo Zanetti Beverage USA, Inc.	United States	HILLS BROS	1014223	06/24/75

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	China	HILLS BROS	15050486	09/21/15
Massimo Zanetti Beverage USA, Inc.	Hong Kong	HILLS BROS	19812199	01/07/81
Massimo Zanetti Beverage USA, Inc.	Japan	HILLS BROS (in Katakana)	1955377	05/29/87
Massimo Zanetti Beverage USA, Inc.	Palestine (West Bank)	HILLS BROS	17843	10/06/11
Massimo Zanetti Beverage USA, Inc.	Palestine (West Bank)	HILLS BROS & Design	17844	10/06/11
Massimo Zanetti Beverage USA, Inc.	Bermuda	CHOCK FULL O'NUTS	50203	06/12/12
Massimo Zanetti Beverage USA, Inc.	Canada	CHOCK FULL O'NUTS	TMA594984	11/18/03
Massimo Zanetti Beverage USA, Inc.	Canada	CHOCK FULL O'NUTS-THE HEAVENLY COFFEE	TMA116056	11/27/59
Massimo Zanetti Beverage USA, Inc.	Japan	CHOCK FULL O'NUTS (Stylized)	1410617	03/28/80
Massimo Zanetti Beverage USA, Inc.	Morocco	CHOCK FULL O'NUTS	130681	05/07/10
Massimo Zanetti Beverage USA, Inc.	Morocco	CHOCK FULL O'NUTS & DESIGN	130682	05/07/10

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	United States	CHOCK FULL O'NUTS	894796	07/14/70
Massimo Zanetti Beverage USA, Inc.	Mexico	CHOCK FULL O'NUTS	1193478	12/07/10
Massimo Zanetti Beverage USA, Inc.	Italy	CHOCK FULL O'NUTS	1399958	01/11/11
Massimo Zanetti Beverage USA, Inc.	Republic of Korea (Madrid Protocol)	CHOCK FULL O'NUTS	1151245	12/20/12
Massimo Zanetti Beverage USA, Inc.	France	CHOCK FULL O'NUTS	94513756	03/31/94
Massimo Zanetti Beverage USA, Inc.	Israel	CHOCK FULL O'NUTS	47963	05/23/00
Massimo Zanetti Beverage USA, Inc.	United States	CHOCK FULL O'NUTS	3068091	03/14/06
Massimo Zanetti Beverage USA, Inc.	United States	CHOCK FULL O'NUTS & DESIGN	3068077	03/14/06
Massimo Zanetti Beverage USA, Inc.	United States	CHOCK FULL O'NUTS-THE HEAVENLY COFFEE	632806	08/14/56
Massimo Zanetti Beverage USA, Inc.	United States	CHOCK FULL O'NUTS	2006514	10/08/96
Massimo Zanetti Beverage USA, Inc.	Hong Kong	CHOCK FULL O'NUTS	303932497	10/17/16

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Massimo Zanetti Beverage USA, Inc.	China	CHOCK FULL O'NUTS (Cl. 16)	18200895	12/07/16
Massimo Zanetti Beverage USA, Inc.	China	CHOCK FULL O'NUTS (Cl. 21)	18200894	12/07/16
Massimo Zanetti Beverage USA, Inc.	China	CHOCK FULL O'NUTS (Cl. 30)	21626042	
Massimo Zanetti Beverage USA, Inc.	China	CHOCK FULL O'NUTS (Cl. 43)	21626042	
Massimo Zanetti Beverage USA, Inc.	South Africa	CHOCK FULL O'NUTS	2014/12059	

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

Company	Mark	Country	Appln. No.	Reg. No.	Reg. Date
Massimo Zanetti Beverage USA, Inc.	MJB INSTANT COFFEE & DESIGN	Australia	N/A	B203195	09/25/69
Massimo Zanetti Beverage USA, Inc.	CHASE & SANBORN & DESIGN	Bermuda	N/A	834	12/31/31
Massimo Zanetti Beverage USA, Inc.	INSTANT HILLS BROS & DESIGN	Canada	N/A	TMA157039	05/31/68
Massimo Zanetti Beverage USA, Inc.	MASTER CHEF	Canada	1536150	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	MASTER CHEF	China	9746579	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	MASTER CHEF	Guatemala	2547-2012	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	Arab Man Device	Japan	S2526861	0404397	10/25/51
Massimo Zanetti Beverage USA, Inc.	HILLS	Japan	N/A	2091620	11/30/88
Massimo Zanetti Beverage USA, Inc.	HILLS (IN KATAKANA)	Japan	N/A	2091621	11/30/88

Company	Mark	Country	Appl. No.	Reg. No.	Reg. Date
Massimo Zanetti Beverage USA, Inc.	HILLS BROS	Japan	S52-088997	1554994	12/24/82
Massimo Zanetti Beverage USA, Inc.	CHASE & SANBORN	Mexico	N/A	1111945	
Massimo Zanetti Beverage USA, Inc.	HILLS BROS	Philippines	N/A	116057	
Massimo Zanetti Beverage USA, Inc.	CHASE & SANBORN	Puerto Rico	N/A	17536	09/12/72
Massimo Zanetti Beverage USA, Inc.	HILLS BROS	Puerto Rico	N/A	7041	01/24/72
Massimo Zanetti Beverage USA, Inc.	MJB & DESIGN	Singapore	N/A	T66/40241A	10/06/66
Massimo Zanetti Beverage USA, Inc.	HILLS BROS	Thailand	N/A	444207	02/04/81
Massimo Zanetti Beverage USA, Inc.	CHOCK FULL O' NUTS	United Kingdom	N/A	1567899	04/06/94
Massimo Zanetti Beverage USA, Inc.	HILLS BROS WITH ARAB MAN DEVICE	United Kingdom	N/A	1146431	01/02/81

Company	Mark	Country	Appln. No.	Reg. No.	Reg. Date
Massimo Zanetti Beverage USA, Inc.	CHOCK EXPRESS	United States	78072947	2635384	10/15/02
Massimo Zanetti Beverage USA, Inc.	CHOCK EXPRESS & DESIGN	United States	78072941	2635383	10/15/02
Massimo Zanetti Beverage USA, Inc.	CHOCK FULL O' NUTS CAFE BLEND	United States	78339254	2943754	04/26/05
Massimo Zanetti Beverage USA, Inc.	CHOCK O'CCINO	United States	74099213	1682460	04/07/12
Massimo Zanetti Beverage USA, Inc.	MIDTOWN	United States	78499290	3262090	07/10/07
Massimo Zanetti Beverage USA, Inc.	CHOCK FULL O'NUTS THE HEAVENLY COFFEE & DESIGN	Japan	S54-040785	1572749	03/28/83
Massimo Zanetti Beverage USA, Inc.	HILLS BROS (Stylized)	United States	71160940	163338	01/09/23
Massimo Zanetti Beverage USA, Inc.	HILLS BROS (in Katakana)	Japan	S58-029388	2497794	01/29/93
Massimo Zanetti Beverage USA, Inc.	MJB & DESIGN	US	73294959	1248529	08/16/83

Company	Mark	Country	Appl. No.	Reg. No.	Reg. Date
Massimo Zanetti Beverage USA, Inc.	MJB & DESIGN	United States	73294960	1249156	08/23/83
Massimo Zanetti Beverage USA, Inc.	CHOCK CAFE & DESIGN (Cl. 29 & 30)	United States	78072949	2786218	07/09/01
Massimo Zanetti Beverage USA, Inc.	CHOCK CAFE & DESIGN (Cl. 35)	United States	76291426	2694854	07/27/01
Massimo Zanetti Beverage USA, Inc.	CHOCK CAFE	United States	76291427	2694855	03/11/03
Massimo Zanetti Beverage USA, Inc.	CHOCK EXPRESS & DESIGN	United States	76291425	2692320	07/27/01
Massimo Zanetti Beverage USA, Inc.	HILLS BROS. & DESIGN	Singapore	T6844582G	T6844582G	08/28/68
Massimo Zanetti Beverage USA, Inc.	MJB (Stylized)	Philippines	420100 07600	420100 07600	01/13/11
Massimo Zanetti Beverage USA, Inc.	MASTER CHEF	India	2189583	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	HILLS BROS COFFEE & DESIGN (Cl. 30)	Japan	S27- 009020	430596	08/29/53

Company	Mark	Country	Appl. No.	Reg. No.	Reg. Date
Massimo Zanetti Beverage USA, Inc.	HILLS BROS & DESIGN	United Kingdom	1146431	1146431	01/02/81
Massimo Zanetti Beverage USA, Inc.	PARADISO	United States	85832910	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	CHOCK FULL O'NUTS	Germany	2099043	2099043	11/30/95
Massimo Zanetti Beverage USA, Inc.	MASTER CHEF	Argentina	3112144	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	MASTER CHEF	Puerto Rico	77252	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	CHASE & SANBORN	Honduras	N/A	60699	11/17/94
Massimo Zanetti Beverage USA, Inc.	HILLS BROS	United States	72159347	781823	12/15/64
Massimo Zanetti Beverage USA, Inc.	CHOCK FULL O'NUTS (Stylized)	United States	72156077	784094	01/26/65
Massimo Zanetti Beverage USA, Inc.	MJB (Stylized)	Japan	H04-169375	3019506	01/31/95

Company	Mark	Country	Appl. No.	Reg. No.	Reg. Date
Massimo Zanetti Beverage USA, Inc.	HILLS BROS COFFEE & DESIGN	Canada	226500	TMA100344	03/18/55
Massimo Zanetti Beverage USA, Inc.	HILLS	Japan	H04-169378	3104514	12/26/95
Massimo Zanetti Beverage USA, Inc.	THAT'S NUTS! NO, IT'S CHOCK FULL O'NUTS.	United States	86448330	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	FILTER CUP (Supplemental Register)	United States	86352856	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	HIGHLAND VILLAGE	United States	86139731	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	GET COZY WITH HILLS BROS. CAPPUCCINO	United States	86006221	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	OPTI-ROAST	United States	85195851	4031136	09/27/11
Massimo Zanetti Beverage USA, Inc.	VIVACE	United States	86824711	N/A	N/A
Massimo Zanetti Beverage USA, Inc.	Arab Man Device (Cls. 1, 5, 29, 30, 31 & 32)	Japan	S5829397	1901066	10/28/86

Company	Mark	Country	Appl. No.	Reg. No.	Reg. Date
Massimo Zanetti Beverage USA, Inc.	HILLS BROS & DESIGN	Japan	S59-077647	1955378	05/29/87
Kauai Coffee Company, LLC	KAUAI COFFEE	Canada	1476484	N/A	N/A
Kauai Coffee Company, LLC	KAUAI DECAF	US - Hawaii	250012	250012	04/20/01
Kauai Coffee Company, LLC	KAUAI ESTATE COFFEE	US - Hawaii	250005	250005	04/20/01
Kauai Coffee Company, LLC	KAUAI ESTATE RESERVE PEABERRY	US - Hawaii	250007	250007	04/20/01
Kauai Coffee Company, LLC	KAUAI EXTRA PRIME	US - Hawaii	250008	250008	04/20/01
Kauai Coffee Company, LLC	KAUAI PEABERRY PRIME	US - Hawaii	250009	250009	04/20/01
Kauai Coffee Company, LLC	KAUAI PRIME	US - Hawaii	250011	250011	04/20/01
Kauai Coffee Company, LLC	ISLAND COFFEE COMPANY	US - Hawaii	250004	250004	04/20/01

Trademark Licenses

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>COUNTRY/STATE</u>	<u>IP LICENSED</u>	<u>DESCRIPTION</u>
Massimo Zanetti Beverage Cafes USA, Inc.	Massimo Zanetti Beverage USA, Inc.	Worldwide	<i>Chock Full o'Nuts</i> Registration numbers 894796 and 2659533	Non-exclusive right to use the IP in connection with Chock franchising business
Massimo Zanetti Beverage USA, Inc.	Federación Nacional de Cafeteros de Colombia	USA and Canada	<i>Café de Colombia Trademarks (2)</i> Registration number 1266492	Non-exclusive right to use the marks to identify coffee grown exclusively in Colombia
UCC Ueshing Coffee Company, Ltd.	Massimo Zanetti Beverage USA, Inc.	Japan	<i>Hills Bros. and the 'Arab man' figure</i> Registration numbers 177700 (Japan) and 0051468	Exclusive right to use the marks on coffee and other specified products
MJB Coffee, Inc.	Massimo Zanetti Beverage USA, Inc.	Japan	<i>MJB</i> Registration number 4774140 (Japan)	Exclusive right to use the mark on coffee and other specified products
Apollo Beverages, LLC	Kauai Coffee Company, LLC	U.S.A.	<i>Kauai Coffee and the 'hula girl' figure</i> Registration numbers 4025118 and 2516061	Non-exclusive right to use the marks on a beverage product Non-exclusive right (but see Sec. 1 of contract) to use the mark on a rum alcohol beverage product
Kōloa Rum Company	Kauai Coffee Company, LLC	U.S.A., Canada, Japan, Australia, France, China	<i>Kauai Coffee</i> Registration number 4025118	Non-exclusive right to use the marks on one or more coffee products

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>COUNTRY/STATE</u>	<u>IP LICENSED</u>	<u>DESCRIPTION</u>
Kyoei Foods Co., Ltd.	Kauai Coffee Company, LLC	Japan	<i>Kauai Coffee and the 'hula girl' figure</i> Registration numbers 4542760 and 4514812 (both Japan)	Non-exclusive right to use the mark on agricultural products manufactured with ingredients sourced from certified farms
Massimo Zanetti Beverage USA, Inc.	Rainforest Alliance, Inc.	Worldwide	<i>Rainforest Alliance Certified Seal</i> Registration number 3009105	Non-exclusive right to use the mark to designate a kosher product consistent with licensor requirements
Massimo Zanetti Beverage USA, Inc.	Union of Orthodox Congregations of America, Kosher Division	Worldwide	<i>OU (kosher) certification mark</i> Registration number 0636593	Non-exclusive right to use the mark on compostable single-serve coffee products
Massimo Zanetti Beverage USA, Inc.	Club Coffee L.P.	U.S.A. and Canada	<i>PurPod100</i> Serial number 86722353	Non-exclusive right to use the mark on compostable single-serve coffee products
Massimo Zanetti Beverage USA, Inc.	Club Coffee L.P.	U.S.A. and Canada	<i>BPI certification trademark</i> Registration number 4549233	Non-exclusive right to use the mark on certain coffee beverages
Mars Drinks North America, LLC	Massimo Zanetti Beverage USA, Inc. and Massimo Zanetti Beverage Group S.p.A.	U.S.A. (to include U.S. Virgin Islands and Puerto Rico), Canada, U.K., France, Germany, Brazil, Russian, specified Caribbean nations, China and Singapore	<i>Segafredo Zanetti and caféSenza</i> Registration numbers 2134024 and 1324869	Non-exclusive right to use the mark on certain coffee beverages

Domain Names

COMPANY NAME	DOMAIN NAME	Date Created
Kauai Coffee Company, LLC	kauaicoffee.com	07/26/1995
Kauai Coffee Company, LLC	kauaicoffee.net	07/26/2000
Kauai Coffee Company, LLC	kauaicoffee.org	07/26/2000
Kauai Coffee Company, LLC	kauaicoffee.hk (Instra Corporation Limited)	05/05/2010
Kauai Coffee Company, LLC	kauaicoffee.com.tw	04/12/2010