

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Javo Beverage Company, Inc.		12/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Accord CapX LLC		
Street Address:	155 North Wacker Drive, Suite 1760		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2770052	JAVO	
Registration Number:	3094745	JAVO	
Registration Number:	4342767	ECO	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Phone:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/Brian P. Kerwin/		
DATE SIGNED:	03/22/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified, "Agreement") dated as of December 20, 2017, is made by JAVO BEVERAGE COMPANY, INC., a Delaware corporation ("Borrower"), in favor of ACCORD CAPX LLC, a Delaware limited liability company (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, "Loan Agreement"), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Borrower to Lender of a security interest in Borrower's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Agreement is being entered into in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement and the other Loan Documents shall govern.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Obligations, Borrower hereby confirms its grant to Lender of a continuing security interest in and to any and all of Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached

hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, "Trademarks"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, "Copyrights").

3. Representations and Warranties. As of the date hereof, Borrower owns or otherwise has the right to use Borrower's Intellectual Property, free and clear of any claims (other than Permitted Liens and except in the case of such licenses for the rights of the licensors thereunder). Borrower's Intellectual Property does not infringe, violate or misappropriate the intellectual property rights of any third parties. As of the date hereof, no third party has claimed or asserted in writing the right to use, in connection with similar or closely related goods and in the same geographic area, any mark which is identical or confusingly similar to any of Borrower's Trademarks. No third party has asserted in writing ownership rights in any of Borrower's Intellectual Property and Borrower has not licensed or sublicensed any third party to use Borrower's Intellectual Property. The use of Borrower's Intellectual Property in Borrower's business (and the products manufactured, sold or distributed by Borrower) do not infringe any right of any third party. As of the Closing Date, to the best of Borrower's knowledge, no third party is infringing any of Borrower's Intellectual Property. Borrower has the legal right to use Borrower's Intellectual Property currently used by Borrower.

4. Covenants.

(i) Borrower shall have the duty to, in Borrower's good faith business judgment: (a) to file and prosecute diligently any Patent or Trademark applications pending as of the date hereof or hereafter until the termination of this Agreement in accordance with Section 6; (b) to make application on unpatented but patentable inventions and on trademarks and service marks where any such application is deemed by Borrower to be commercially reasonable, (c) to preserve and maintain all rights in the Copyrights, Trademarks and Patents owned by Borrower (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Borrower in its Trademarks), and (d) to ensure that the Copyrights, Trademarks and Patents owned by Borrower are and remain enforceable. Any and all costs and expenses incurred in connection with Borrower's obligations under this Section shall be borne by Borrower.

(ii) Borrower will promptly notify Lender in writing if any third party (x) claims or asserts (i) the right to use, in connection with similar or closely related goods and in the same geographic area, any mark which is identical or confusingly similar to any of Borrower's Trademarks, or (ii) ownership rights in any of Borrower's Intellectual Property, or (y) infringes any of Borrower's Intellectual Property.

5. Effect on Loan Agreement. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender's security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the UCC. In the event of a conflict between the Loan Agreement and this Agreement, the terms of the Loan Agreement shall control.

6. Release of Security Agreement. Upon the indefeasible repayment in full in cash of the Obligations (other than contingent indemnification obligations) and the termination of the Loan Agreement in accordance with its terms, this Agreement shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrower, at Borrower's cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Lender hereunder.

7. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

8. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by Borrower and Lender.

9. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Borrower shall not assign this Agreement or any of Borrower's obligations hereunder without the prior written consent of Lender.

10. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

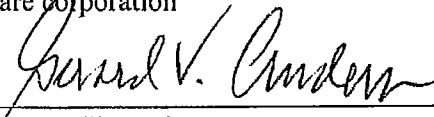
11. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Agreement will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower.

12. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES (OTHER THAN THE ILLINOIS CHOICE OF LAW AND FORUM ACT).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

JAVO BEVERAGE COMPANY, INC.,
a Delaware corporation

By: 
Name: Gerard V. Anderson
Its: Chief Financial Officer

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006297 FRAME: 0953

Agreed and Accepted:

ACCORD CAPX LLC

By: 
Name: Jeffrey S. Pfeffer
Its: Member

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006297 FRAME: 0954

EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
“JAVO” Standard Word Mark	76377011	2770052	September 30, 2003
“JAVO” Logo Design Mark	76624441	3094745	May 23, 2006
“ECO” Standard Word Mark	76685636	4342767	May 28, 2013

EXHIBIT C
COPYRIGHTS

None.