

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Cup Inc.		07/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2206085		
Registration Number:	4055779	ROYAL CUP TEA 1896	
Registration Number:	2818627		
Registration Number:	2124438	ROYAL CUP COFFEE 1896	
Registration Number:	2479729	CAFE' CONCEPTS	
Registration Number:	2713872	CAFFE SIENA	
Registration Number:	2675988	CONSUMERS CHOICE COFFEE	
Registration Number:	3586230	DAKOTA ROAST	
Registration Number:	2524537	ESPRESS SHIP	
Registration Number:	5384387	H C VALENTINE COFFEE & TEA COMPANY	
Registration Number:	4040779	H C VALENTINE COFFEE COMPANY	
Registration Number:	2652700	IBIS MOON	
Registration Number:	4530555	ICEBOX COFFEE	
Registration Number:	4188070	ROAR	
Registration Number:	3590539	ROYAL CUP	
Registration Number:	4055778	ROYAL CUP TEA	
Registration Number:	2995889	ROYAL GROVE	
Registration Number:	1731417	SAVANNAH TEA	
Registration Number:	2189823	SAVOR THE EXPERIENCE	

CH \$590.00 2206085

Property Type	Number	Word Mark
Registration Number:	2373936	THE WORLD'S MOST PASSIONATE COFFEE ROAST
Registration Number:	2274585	TOULOUSE
Registration Number:	2298721	VILLA REY
Registration Number:	1684572	WILKINS

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHR&D

Address Line 1: 303 Peachtree St. NE, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Douglas A. Nail
SIGNATURE:	/DAN/
DATE SIGNED:	08/01/2018

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of July 26, 2018, between **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for certain Lenders (as hereinafter defined), having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, and **ROYAL CUP INC.**, a Delaware corporation, having its principal place of business at 160 Cleage Drive, Birmingham, Alabama 35217 ("Company").

Recitals:

Company and certain of its Subsidiaries from time to time (collectively, "Borrowers") desire to obtain loans and other financial accommodations from Agent and certain financial institutions (collectively, "Lenders") that are parties from time to time to that certain Loan and Security Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") among Borrowers, Agent and Lenders.

Agent and Lenders are willing to make loans and other financial accommodations in their sole discretion to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and trademark applications, together with the items described in clauses (i) through (iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Agent that:

(a) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;

(b) To its knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(c) Company has the unqualified right to enter into this Agreement and perform its terms;

(d) Each of the registered Trademarks is valid and enforceable;

(e) To its knowledge, each of the unregistered Trademarks, if any, is valid and enforceable; and

(e) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the registered Trademark Collateral, and to its knowledge, Company is the sole and exclusive owner of the entire right, title and interest in and to all of the unregistered Trademark Collateral, in each case, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 hereof), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.

4. Company covenants and agrees with Agent that:

(a) Company will maintain the quality of the products associated with the Trademarks at a level substantially consistent with the quality at the time of this Agreement;

(b) Company will not materially reduce the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by Company in the ordinary course of business (provided that such abandonment could not reasonably be expected to have a Material Adverse Effect), Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Agent and its employees and agents (and any Lender and its employees and agents) the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person, except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark registration or

any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademark registrations and trademark applications under Section 2 and Section 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without any other demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or, from time to time, any of the Trademark Collateral, with such notice as may be required by applicable law. Company hereby agrees that ten (10) days' written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral to be sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Company. If any deficiency shall arise, Company shall remain liable therefor. Any foreclosure or similar proceedings with respect to the Trademark Collateral shall be conducted by Agent in accordance with applicable law.

10. Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and expenses) incurred by Agent in connection with the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office, the payment or discharge of any taxes, counsel fees, maintenance fees or Liens, or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Borrowers, jointly and severally (it being the intent of Company and Agent that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks), or, if paid by Agent in its sole discretion, shall be reimbursed by Borrowers, jointly and severally, **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Revolver Loans.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Company shall have the duty to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of a Default or an Event of Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings (subject to Company's reasonable discretion in the ordinary course of business), to file and prosecute lawsuits to enforce the Trademarks (subject to Company's reasonable discretion in the ordinary course of business), and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Borrowers, jointly and severally. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark registration, without the consent of Agent, unless Company has determined that such trademark application or trademark registration is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and Borrowers, jointly and severally, shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this Section 13.

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then, to the extent permitted by applicable law, Agent may discharge such obligations in Company's name or in Agent's name, in Agent's sole discretion, but at Borrowers' expense, and Borrowers, jointly and severally, agree to reimburse Agent in full for all expenses, including, without limitation, attorneys' fees and expenses, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Agent or any other Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any other Secured Party, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

17. 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.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or

written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. Company hereby waives notice of Agent's acceptance hereof.

21. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

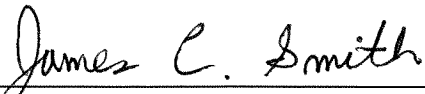
22. **To the fullest extent permitted by applicable law, Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

23. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. In proving this Agreement in any judicial proceeding, 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 manually-executed signature page delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature page hereto.

[Remainder of page intentionally left blank;
signatures appear on the following pages.]

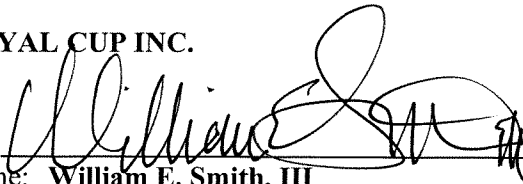
WITNESS the execution hereof under seal on the day and year first above written.

ATTEST:



Name: **James C. Smith**
Title: Secretary

ROYAL CUP INC.

By: 

Name: **William E. Smith, III**
Title: President and Chief Executive Officer

[CORPORATE SEAL]

[Signatures continue on the following page]

Accepted:

BANK OF AMERICA, N.A., as Agent

By: Bailey E. Falls





Name: **Bailey E. Falls**

Title: **Senior Vice President**

EXHIBIT A

Trademarks

Trademark Registrations

Mark	Goods / Services	Serial No.	Filing Date	Reg. No.	Reg. Date
	Class 030: coffee, tea, sugar, natural sweeteners, cocoa, cocoa mixes, chocolate syrups and flavoring syrups.	75/183,203	10-17-96	2,206,085	11-24-98
	Class 030: Tea.	85/276,138	03-24-11	4,055,779	11-15-11
	Class 030: Coffee. Class 042: Providing coffee services, coffee and coffee supplies to others including businesses, offices, hotels and motels.	75/925,561	02-10-00	2,818,627	03-02-04
	Class 021: Coffee bowls and cups. Class 029: Jellies, cream and nondairy creamers. Class 030: Coffee, tea, sugar, natural sweeteners, cocoa, cocoa mixes, chocolate syrups and flavoring syrups.	75/183,206	10-17-96	2,124,438	12-23-97
CAFÉ CONCEPTS	Class 042: Beverage services; namely an office beverage program that provides refreshment services to the workplace.	76/077,133	06-26-00	2,479,729	08-21-01
CAFFE SIENA	Class 030: Coffee.	75/888,486	01-05-00	2,713,872	05-06-03
CONSUMERS CHOICE COFFEE	Class 030: Coffee. Class 042: Providing coffee services, coffee, and coffee supplies, namely, cups, stirrers, sweeteners, cream and cream substitutes to businesses, office, hotels and motels.	75/925,557	02-10-00	2,675,988	01-21-03
DAKOTA ROAST	Class 030: Coffee.	77/522,042	07-14-08	3,586,230	03-10-09

Mark	Goods / Services	Serial No.	Filing Date	Reg. No.	Reg. Date
ESPRESS SHIP	Class 035: On-line product ordering services featuring coffee and beverages. Class 039: Shipping services, namely, overnight shipping of coffee and beverages by a customer selected mode of shipping.	76/077,132	06-26-00	2,524,537	01-01-02
H C VALENTINE COFFEE & TEA COMPANY	Class 030: Coffee and tea	87/467,580	05-30-17	5,384,387	01-23-18
H C VALENTINE COFFEE COMPANY	Class 030: Coffee.	85/142,775	10-01-10	4,040,779	10-18-11
IBIS MOON	Class 030: Tea.	76/310,490	09-06-01	2,652,700	11-19-02
ICEBOX COFFEE	Class 030: Coffee	85/823,525	01-15-13	4,530,555	05-13-14
ROAR	Class 030: Coffee and coffee pods.	85/421,460	09-13-11	4,188,070	08-07-12
ROYAL CUP	Class 029: Cream and nondairy creamers. Class 030: Coffee, tea, sugar, natural sweeteners, cocoa, cocoa mixes, chocolate syrups and flavoring syrups. Class 032: Fruit juices, syrups and concentrates for making fruit flavored beverages, fruit concentrates used as ingredients of beverages, syrups for making beverages, and concentrates and syrups used in the preparation of soft drinks.	77/522,028	07-14-08	3,590,539	03-17-09
ROYAL CUP TEA	Class 030: Tea.	85/276,083	03-24-11	4,055,778	11-15-11
ROYAL GROVE	Class 032: Fruit juices, fruit juice drinks, fruit juice concentrates used in the preparation of fruit flavored drinks containing water, and fruit flavored soft drinks.	78/308,608	10-02-03	2,995,889	09-13-05
SAVANNAH TEA	Class 030: Tea.	74/220,655	11-12-91	1,731,417	11-10-92
SAVOR THE EXPERIENCE	Class 030: Coffee, tea, sugar, natural sweeteners, cocoa, cocoa mixes, chocolate syrups and flavoring syrups.	75/183,205	10-17-96	2,189,823	09-15-98

Mark	Goods / Services	Serial No.	Filing Date	Reg. No.	Reg. Date
THE WORLD'S MOST PASSIONATE COFFEE ROASTERS	Class 030: Beverages, namely, coffee.	75/617,115	01-07-99	2,373,936	08-01-00
TOULOUSE	Class 030: Coffee.	75/568,152	10-13-98	2,274,585	08-31-99
VILLA REY	Class 030: Coffee.	75/373,151	10-15-97	2,298,721	12-07-99
WILKINS	Class 030: Coffee.	74/119,282	11-30-90	1,684,572	04-28-92

Trademark Applications

None.