

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ronnoco Coffee, LLC		06/08/2018	Limited Liability Company: DELAWARE
Mid-America Roasterie, LLC		06/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S. Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2067017	BLUE NILE	
Registration Number:	2069429	COSTAMALA	
Registration Number:	2905325	EARTH & SKY	
Registration Number:	3323121	FIGHT BRAIN DRAIN!	
Registration Number:	4047159	MICROCLIMATE	
Registration Number:	3395633	PLENTIFUL EARTH	
Registration Number:	1708501	RONNOCO	
Registration Number:	2528094	SELECTED GLOBALLY ROASTED LOCALLY	
Registration Number:	3304715	XTREME CAFFEINE BY RONNOCO	
Registration Number:	4602679	O'CONNOR COFFEE	
Registration Number:	5231454	RONNOCO HANDCRAFTED BLACK ICE	
Registration Number:	4811860	HENDERSON · COFFEE · SINCE 1944	
Registration Number:	3922714	BIFFS COFFEE	
Registration Number:	4325344	MAESTRO COFFEE ROASTERS	
Registration Number:	4210411	THE BEAN STOP	
Registration Number:	4118970	CAFE PERKS	

OP \$440.00 2067017

Property Type	Number	Word Mark
Registration Number:	4053286	GOURMET GROUNDS

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.035
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	07/02/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2018, by RONNOCO COFFEE, a Delaware limited liability company and MID-AMERICA ROASTERIE, LLC, a Delaware limited liability company, formerly known as Ronnoco Roasterie, LLC (collectively, the "Grantors" and each a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantors as borrowers, certain of their affiliates, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I 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 such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

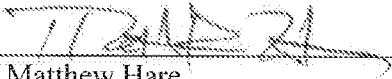
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

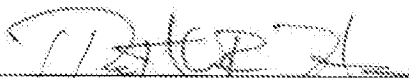
[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RONNOCO COFFEE, LLC, a Delaware limited liability company

By: 
Name: Matthew Hare
Title: Vice President and Assistant Secretary

MID-AMERICA ROASTERIE, LLC, a Delaware limited liability company

By: 
Name: Matthew Hare
Title: Vice President and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Drew Guyette

Title: Chief Credit Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Ronnoco Coffee, LLC	Blue Nile	75106014	2067017	5/17/1996	6/3/1997
Ronnoco Coffee, LLC	Costamala	75105966	2069429	5/17/1996	6/10/1997
Ronnoco Coffee, LLC	Earth & Sky	76531347	2905325	7/10/2003	11/23/2004
Ronnoco Coffee, LLC	Fight Brain Drain	77101869	3323121	2/7/2007	10/30/2007
Ronnoco Coffee, LLC	Microclimate	85167878	4047159	11/3/2010	10/25/2011
Ronnoco Coffee, LLC	Plentiful Earth	77155294	3395633	4/12/2007	3/11/2008
Ronnoco Coffee, LLC	Ronnoco	74209797	1708501	10/7/1991	8/18/1992
Ronnoco Coffee, LLC	Selected Globally Roasted Locally	75729471	2528094	6/15/1999	1/8/2002
Ronnoco Coffee, LLC	Xtreme Caffeine by Ronnoco	78920052	3304715	6/29/2006	10/2/2007
Ronnoco Coffee, LLC	O'Connor Coffee and Design	85961,600	4602679	6/17/2013	9/9/2014
Ronnoco Coffee, LLC	Ronnoco Handcrafted Black Ice	87175827	5231454	9/19/2016	6/27/2017
Ronnoco Coffee, LLC	Henderson – Coffee – Since 1944	86512092	4811860	1/23/2015	9/15/2015
Ronnoco Coffee, LLC	Biffs Coffee	85076028	3922714	7/1/2010	2/22/2011
Mid-America Roasterie, LLC	Maestro Coffee Roasters	85501778	4325344	12/22/2011	4/23/2013
Mid-America Roasterie, LLC	The Bean Stop	77880432	4210411	11/24/2009	9/18/2012

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Mid-America Roasterie, LLC	Cafe Perks	77880435	4118970	11/24/2009	3/27/2012
Mid-America Roasterie, LLC	Gourmet Grounds	77050845	4053286	11/27/2006	11/8/2011