

FORM PTO-1594  
COMMERCE (Rev. 07/05)  
OMB No. 0651-0027 (exp. 06/30/2008)

03/14/2019

U.S. DEPARTMENT OF

States Patent and Trademark Office



RECC

To the Director of the U.S. Patent and Trademark Office

103680283

or the new address(es) below.

1. Name of conveying party(ies):

Bellwether Coffee Co.  
2629 7<sup>th</sup> Street  
Berkeley, CA 94710

Additional name(s) of conveying parties attached?  Yes  No

Name: Silicon Valley Bank

Internal Address: HF 150

Street Address: 3003 Tasman Drive.

- Individual(s)
- General Partnership
- Association
- Limited Partnership

Corporation-State: DE

Other

City: Santa Clara  
State: CA

Country: USA

Zip: 95054

Additional name(s) of conveying parties attached?  Yes  No

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

Execution Date(s): 03/11/2019

- Assignment
- Security Agreement
- Merger
- Change of Name

Other:

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship: United States, CA
- 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)

B. Trademark Registration No.(s)

See attached Exhibit C

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

Additional sheets attached?  Yes  No

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

Name: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974  
Expiration Date 03/2021

b. Deposit Account Number  
Authorized User Name

9. Signature.

Megan Massman  
Signature  
Megan Massman  
Name of Person Signing

3/13/2019  
Date

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

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

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BELLWETHER	Registration 5481297	No. Filed 09/15/2014 Registered 05/29/2018 First Use: 01/31/2018
BELLWETHER	Registration 5088544	No. Filed 09/09/2015 Registered 11/22/2016 First Use: 09/02/2016
BELLWETHER	Application 86752143	No. Filed 09/09/2015 (on the basis of intended use); Notice of Allowance mailed 03/29/2016; 5th Extension Request filed 09/27/2018
BELLWETHER COFFEE	Application 87921281	No. Filed 05/15/2018 (on the basis of intended use); Notice of Allowance mailed 01/29/2019
TIP THE FARMER	Application 87921295	No. Filed 05/15/2018 (on the basis of intended use); Notice of Allowance mailed 12/01/2018

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement, ("**Agreement**") is entered into as of 3/11/2019 (the "**Effective Date**") by and between SILICON VALLEY BANK ("**Bank**") and BELLWETHER COFFEE CO. ("**Grantor**").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BELLWETHER COFFEE CO.

DocuSigned by:  
*Mary Going*

76605883898E4DD...

By: Mary Going

Title: VP of Finance/Treasurer

BANK:

SILICON VALLEY BANK

DocuSigned by:  
*Josh Wagner*

585FE218457441...

By: Josh Wagner

Title: vice president

DocuSign Envelope ID: FCF0FEDD-C943-4D2F-A7E7-ACEEC6ACA512

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ROASTING SYSTEM WITH CLEAN EMISSIONS AND HIGH THERMAL EFFICIENCY	No. 15/949,903	4/10/2018
ROASTING SYSTEM WITH CLEAN EMISSIONS AND HIGH THERMAL EFFICIENCY	No. US18/26946	4/10/2018
ROASTING SYSTEM HAVING SELF-ALIGNING AGITATOR AND DOOR BEARING ASSEMBLY	No. 62/660,588	4/20/2018
ROASTING SYSTEM HAVING ROASTING DRUM WITH ACTUATABLE HATCH	No. 62/660,595	4/20/2018



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TIP THE FARMER	Application 87921295	No. Filed 05/15/2018 (on the basis of intended use); Notice of Allowance mailed 12/01/2018

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EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

United States Patent and Trademark Office

- Sales Receipt -

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01 FC:8521 40.00 OP

02 FC:8522 100.00 OP