

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LA COLOMBE TORREFACTION, INC.		12/20/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	HEALTHCARE OF ONTARIO PENSION PLAN TRUST FUND		
Street Address:	1 YORK STREET		
Internal Address:	SUITE 1900		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5J 0B6		
Entity Type:	PENSION PLAN TRUST FUND: CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2349181	LA COLOMBE TORREFACTION	
Registration Number:	4298289	LACOLOMBE PURE BLACK COFFEE	
Registration Number:	4497085		
Registration Number:	4345639	BIKES TO RWANDA	
Registration Number:	1960217	CORSICA	
Registration Number:	4615882	LA. COLOMBE COFFEE ROASTERS	
Registration Number:	4639311	FARM ASSIST	
Registration Number:	4681893	LA COLOMBE	
Registration Number:	4733874	5 PRINCIPLES	
Registration Number:	4754065	STRICTLY EARTH CONSCIOUS	
Registration Number:	4809947	LA COLOMBE COFFEE ROASTERS	
Registration Number:	4722624	LA COLOMBE COFFEE ROASTERS	
Registration Number:	4695097	LA COLOMBE TORREFACTION	
Registration Number:	4691583	LA COLOMBE TORREFACTION	
Registration Number:	4917497	LA COLOMBE WORKSHOP	
Registration Number:	5478243	LA COLOMBE DRAFT LATTE	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2025339099

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: 202-467-8800

Email: jspiantanida@vorys.com

Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS

Address Line 2: ATTN: LAURA T. GEYER

Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	049089-000068
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NAME OF SUBMITTER:	Julie S. Piantanida
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SIGNATURE:	/julie piantanida/
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DATE SIGNED:	03/21/2019
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of December 20, 2018 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of HEALTHCARE OF ONTARIO PENSION PLAN TRUST FUND, as Secured Party (the "Secured Party").

WHEREAS, the Grantors and the Secured Party are parties to that certain Loan Agreement dated as of December 20, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Loan Agreement");

WHEREAS, as a condition precedent to the entering into of the Loan Agreement and the maintaining and making of the Loans, each Grantor has executed and delivered that certain Security Agreement dated as of December 20, 2018 made by the Grantors and the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed therein);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO and the USCO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined, capitalized terms used herein shall have the meanings assigned to the in the Security Agreement.

SECTION 2. Grant of Security. As security for the due and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) by each Grantor of all present and future Obligations, each Grantor hereby grants to the Secured Party, its successors and permitted assigns a security interest in and continuing lien on all of such Grantor's right, title and interest in or to any and all of the following properties and assets of such Grantor and all powers and rights of such Grantor in all of the following (including the power to transfer rights in the following), whether now owned or existing or at any time hereafter acquired or arising, regardless of where located (the "IP Collateral"):

- (A) the patents and patent applications set forth in Schedule A hereto;
- (B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in Excluded Trademarks), together with the goodwill symbolized thereby; and
- (C) any and all licenses to any of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and, to the extent agreed upon and applicable, any other applicable government office, record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between this IP Security Agreement and the Security Agreement, the Security Agreement shall govern and control.

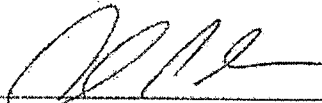
SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the liens and security interests granted in the Collateral to the Secured Party pursuant to this IP Security Agreement, the obligation of the Grantors to deliver possession or control of any Collateral to the Secured Party and the exercise of any right or remedy by the Secured Party hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Grantors (as defined therein), the Secured Party and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control. *[Signature Pages Follow]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**LA COLOMBE HOLDINGS, INC.
LA COLOMBE TORREFACTION, INC.
LES CAFES LA COLOMBE L.L.C.
CAFÉ DEVELOPMENT GROUP NYC, LLC
CAFÉ DEVELOPMENT GROUP PHL, LLC
CAFÉ DEVELOPMENT GROUP CHI, LLC
LA COLOMBE BROTHERS LLC
INDIE CAFÉ ALLIANCE INC.
LA COLOMBE CANADA, LLC**

By: 

Charles Chupain II, their respective Chief Operating Officer

LCT MICHIGAN, LLC

By: **LA COLOMBE HOLDINGS, INC.,**
its sole member


By: 

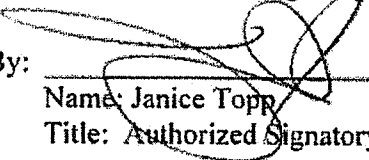
Charles Chupain II, Chief Operating Officer

[Signature Pages to Intellectual Property Security Agreement]

SECURED PARTY:

**HEALTHCARE OF ONTARIO PENSION PLAN
TRUST FUND, as Secured Party**

By: 
Name: James B. Walker
Title: Authorized Signatory

By: 
Name: Janice Topp
Title: Authorized Signatory

[Signature Pages to Intellectual Property Security Agreement]


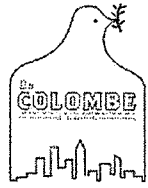

SCHEDULE A


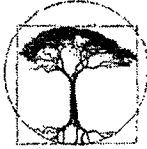

PATENTS



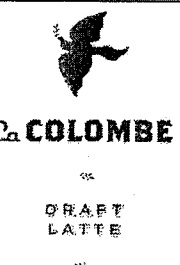

Owner	Title	Jurisdiction	Filing Date	Patent / Publication No.	App. No.
La Colombe Torrefaction, Inc.	Coffee brewing device with manual siphon and method of brewing	USA	7/14/2014	9,345,359	14/330,763
La Colombe Torrefaction, Inc.	Foaming pressurized beverage	USA	12/29/2015	10,051,874	14/982,583
La Colombe Torrefaction, Inc.	Foaming pressurized beverage	USA	11/2/2017	2018/0352824	15/571,295
La Colombe Torrefaction, Inc.	Foaming pressurized beverage	USA	7/17/2018	2018/0317511	16/037,551
La Colombe Torrefaction, Inc.	Filling System for a Textured Beverage	USA	5/25/2018	2018-0338509	15/989,563

SCHEDULE B

TRADEMARKS

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
La Colombe Torrefaction, Inc.	LA COLOMBE TORREFACTION	USA	74642353	3/6/1995	2349181	5/16/2000
LaColombe Torrefaction, Inc.	LACOLOMBE PURE BLACK COFFEE	USA	85703851	8/15/2012	4298289	3/5/2013
LaColombe Torrefaction, Inc.	 (Figure of flying dove with twig Design)	USA	85869318	3/7/2013	4497085	3/18/2014
La Colombe Torrefaction, Inc.	BIKES TO RWANDA	USA	85675600	7/12/2012	4345639	6/4/2013
La Colombe Torrefaction, Inc.	CORSICA	USA	74653882	3/30/1995	1960217	3/5/1996
LaColombe Torrefaction, Inc.	 (LA. COLOMBE COFFEE ROASTERS & Dove Design)	USA	85880769	3/20/2013	4615882	10/7/2014
LaColombe Torrefaction, Inc.	 (FARM ASSIST & Design)	USA	85880798	3/20/2013	4639311	11/18/2014
La Colombe Torrefaction, Inc.	LA COLOMBE	USA	86324848	6/30/2014	4681893	2/3/2015

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
LaColombe Torrefaction, Inc.	 <p>(5 PRINCIPLES & Design)</p>	USA	85880753	3/20/2013	4733874	5/12/2015
LaColombe Torrefaction, Inc.	<p>STRICTLY</p>  <p>EARTH CONSCIOUS</p> <p>(STRICTLY EARTH CONSCIOUS & Design)</p>	USA	85880782	3/20/2013	4754065	6/16/2015
La Colombe Torrefaction, Inc.	<p><u>La</u> COLOMBE</p> <p>(LA COLOMBE COFFEE ROASTERS & Design)</p>	USA	86343424	7/21/2014	4809947	9/8/2015
La Colombe Torrefaction, Inc.	<p><u>La</u> COLOMBE</p> <p>(LA COLOMBE COFFEE ROASTERS & Design)</p>	USA	86322470	6/27/2014	4722624	4/21/2015
La Colombe Torrefaction, Inc.	 <p>(LA COLOMBE TORREFACTION & Design)</p>	USA	86321651	6/26/2014	4695097	3/3/2015

Owner	Mark	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
La Colombe Torrefaction, Inc.	 (LA COLOMBE TORREFACTION & Design)	USA	86321634	6/26/2014	4691583	2/24/2015
La Colombe Torrefaction, Inc.	 (LA COLOMBE WORKSHOP & Design)	USA	86509772	1/21/2015	4917497	3/15/2016
La Colombe Torrefaction, Inc.	 (LA COLOMBE DRAFT LATTE & Design)	USA	87091577	7/1/2016	5478243	5/29/2018
La Colombe Torrefaction, Inc.	 (LA COLOMBE TORREFACTION & Design)	Canada	TMA965229	6/24/2014	1684346	3/09/2017