

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTROCK COFFEE COMPANY, LLC		02/28/2020	Limited Liability Company: DELAWARE
Westrock Coffee Roasting, LLC		02/28/2020	Limited Liability Company: ARKANSAS
S. & D. Coffee, Inc.		02/28/2020	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	4904972	
Registration Number:	3979281	RWANDA TRADING COMPANY
Registration Number:	4958155	TEMBO COFFEE COMPANY
Registration Number:	4940157	WESTROCK COFFEE COMPANY
Registration Number:	4940749	WESTROCK COFFEE COMPANY
Registration Number:	5943552	WESTROCK COFFEE COMPANY
Registration Number:	4577377	TWEEGA
Registration Number:	4778098	CLEAR MARKETS
Registration Number:	5020476	100% ARABICA DECAFFEINATED
Registration Number:	5180813	EAST AFRICAN BLEND
Registration Number:	4478098	INZOVU
Registration Number:	5020471	KIVU BOLD
Registration Number:	5015974	MEZA MORNING BLEND
Registration Number:	5025250	MURAHU ESPRESSO BLEND
Registration Number:	4753028	NEIGHBORHOOD SOCIAL

OP \$1890.00 4904972

Property Type	Number	Word Mark
Registration Number:	5020469	RWANDA SELECT RESERVE
Registration Number:	4091669	WESTROCK COFFEE
Registration Number:	4077971	WESTROCK COFFEE
Registration Number:	3696889	ALL-IN-ONE ICED COFFEE FLAVOR FUSION
Registration Number:	3112054	AMERICAN SELECT
Registration Number:	5266202	AMERICA'S SMARTEST COFFEE & TEA CO.
Registration Number:	2479088	AROMA ALLEY
Registration Number:	4214856	BEAN RIVER ROASTERS
Registration Number:	3331660	BUFFALO & SPRING
Registration Number:	3370476	BUFFALO & SPRING COFFEES OF DISTINCTION
Registration Number:	4800233	CEDAR SPRINGS COFFEE SHACK
Registration Number:	4805020	CONSTANT COFFEE
Registration Number:	2515823	DARK SKY CAFE
Registration Number:	2952739	DAY STARTER
Registration Number:	4778085	DOWN HOME DARK ROAST
Registration Number:	2061697	EUROPEAN SELECT
Registration Number:	4809206	HORCHATA PIÑATA
Registration Number:	2717663	JAVA LANE
Registration Number:	4566758	JAVA LANE
Registration Number:	3606923	JAVA TO GO
Registration Number:	3363524	JAVA VALLEY
Registration Number:	1998504	KONA CLASSIC
Registration Number:	971484	LINCOLNSHIRE
Registration Number:	3090741	MANGROVE BAY
Registration Number:	4622325	MILK PLEASE
Registration Number:	4625649	MILK SPLASH
Registration Number:	3663399	NEW RIVER
Registration Number:	1052542	NITRO-PAK
Registration Number:	3696888	PERFECT ICED COFFEE
Registration Number:	2321985	PREMIUM GOLD
Registration Number:	3879014	PREMIUM GOLD
Registration Number:	3291877	RACE ZONE
Registration Number:	5312898	RAIZ SUSTAINABILITY ROOTED IN IMPACT
Registration Number:	2637090	RED SKY BLEND
Registration Number:	2897909	ROOM MATE
Registration Number:	3122091	ROYAL DOWRY CHOCOLATES
Registration Number:	5137840	S&D
Registration Number:	840594	S & D

Property Type	Number	Word Mark
Registration Number:	5281484	S&D COFFEE & TEA
Registration Number:	2514671	S&D COFFEE, INC.
Registration Number:	3383002	S&D COFFEE, INC
Registration Number:	5038645	SIMPLY COFFEE
Registration Number:	3993057	SIMPLY COFFEE
Registration Number:	5362338	SIMPLY COFFEE
Registration Number:	4626068	SIR STRAWBERRY SWIRL
Registration Number:	4800234	SLIPPERY ROCK COFFEE SHOP
Registration Number:	4778216	SPLASH LANDING
Registration Number:	1678013	SUITE SYSTEMS
Registration Number:	4800235	TALL OAKS COFFEE HOUSE
Registration Number:	3851104	TEAFINITY
Registration Number:	4455932	TEAFINITY BAGLESS TEA
Registration Number:	2181541	THE COFFEE ZONE
Registration Number:	5743908	THE COFFEE ZONE
Registration Number:	2500747	THE JAVA GROVE
Registration Number:	4893318	THE MOST IMPORTANT BRAND IS YOURS
Registration Number:	68024	VICTOR
Registration Number:	3018270	WAKE ZONE
Registration Number:	1066867	WALLINGFORD
Registration Number:	2261280	
Registration Number:	1870719	PREMIUM GOLD

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Ted.Mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	02/28/2020

Total Attachments: 14
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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): <p align="center"><u>WESTROCK COFFEE COMPANY, LLC</u></p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company </p> Citizenship: <u>DE</u> Execution Date(s): <u>February 28, 2020</u> Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) <p align="right"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> Additional names, addresses, or citizenship attached? Name: <u>Bank of America, N.A., as Agent</u> Internal Address: Street Address: <u>One Bryant Park</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10036</u> <input checked="" type="checkbox"/> Association Citizenship: <u>USA</u> <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input type="checkbox"/> Other Citizenship: If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance: <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: </p>	
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Attached Schedule 1 B. Trademark Registration No.(s) See Attached Schedule 1 Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Syed Humza Moinuddin</u> Internal Address: <u>Otterbourg P.C.</u> Street Address: <u>230 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10169</u> Phone Number: <u>212-905-3719</u> Fax Number: Email Address: <u>hmoinuddin@otterbourg.com</u>	6. Total number of applications and registrations involved: 75 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name:	

9. Signature: _____ February 28, 2020
 Signature Date
 Name of Person Signing: Syed Humza Moinuddin
 Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Westrock Coffee Roasting, LLC	Arkansas	LLC	USA-Arkansas
S. & D. Coffee, Inc.	North Carolina	Corporation	USA-North Carolina

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2020, by WESTROCK COFFEE COMPANY, LLC, a Delaware limited liability company ("Westrock"), WESTROCK COFFEE ROASTING, LLC, an Arkansas limited liability company ("Roasting"), and S. & D. COFFEE, INC., a North Carolina corporation ("S&D", and together with Westrock and Roasting, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as agent for the Secured Parties (in such capacity, the "Agent").

RECITALS

WHEREAS, the Lenders (as defined below) have severally agreed to extend credit to the Grantors and certain of their affiliates pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among the Grantors, certain of their affiliates party thereto, the financial institutions from time to time party thereto as lenders (collectively, the "Lenders"), and the Agent, pursuant to which the Lenders have agreed to make certain financial accommodations available to the Grantors and/or their affiliates from time to time pursuant to the terms and conditions thereof (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Obligations of the Specified Loan Parties under the Loan and Security Agreement are secured;

WHEREAS, pursuant to the terms of the Loan and Security Agreement, the Grantors are required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Specified Loan Parties under the Loan and Security Agreement or any other Loan Document.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, each Grantor does hereby grant to the Agent, for the benefit of the Secured Parties, a continuing 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:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

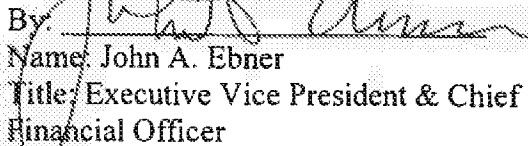
3. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is subject to the terms and conditions of the Intercreditor Agreement and in the event of any conflict between the terms hereof and thereof, the terms of the Intercreditor Agreement shall govern.

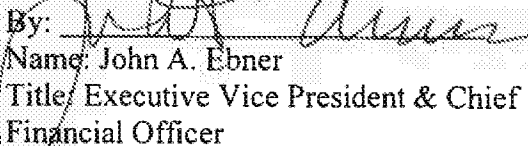
[signature page follows]

Each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

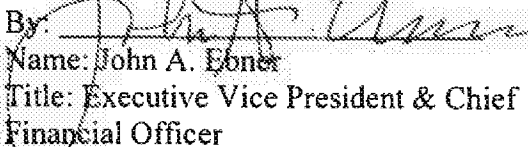
WESTROCK COFFEE COMPANY, LLC,
a Delaware limited liability company

By: 
Name: John A. Ebner
Title: Executive Vice President & Chief
Financial Officer

WESTROCK COFFEE ROASTING, LLC,
an Arkansas limited liability company

By: 
Name: John A. Ebner
Title: Executive Vice President & Chief
Financial Officer

S. & D. COFFEE, INC.,
a North Carolina corporation

By: 
Name: John A. Ebner
Title: Executive Vice President & Chief
Financial Officer

Acknowledged:

BANK OF AMERICA, N.A., as Agent


By: *Logan Fisher*
Name: Logan Fisher
Title: Vice President

[Signature Page to Trademark Security Agreement]


SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT


TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARKS:



Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration / Application Date
ELEPHANT DESIGN 	Westrock Coffee Roasting, LLC	Registered	4904972	23-Feb-16
RWANDA TRADING COMPANY (& DESIGN) 	Westrock Coffee Roasting, LLC	Registered	3979281	14-Jun-2011
TEMBO COFFEE COMPANY	Westrock Coffee Roasting, LLC	Registered	4958155	17-May-16
WESTROCK COFFEE COMPANY	Westrock Coffee Roasting, LLC	Registered	4940157	19-Apr-16
WESTROCK COFFEE COMPANY (& ELEPHANT DESIGN) 	Westrock Coffee Roasting, LLC	Registered	4940749	19-Apr-16
WESTROCK COFFEE COMPANY (& ELEPHANT DESIGN)	Westrock Coffee Roasting, LLC	Registered	5943552	24-Dec-19


Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration / Application Date
				
TWEEGA	Westrock Coffee Roasting, LLC	Registered	4577377	29-Jul-14
INZOVU	Westrock Coffee Roasting, LLC	Registered	4778098	4-Feb-14
100% ARABICA DECAFFEINATED (& DESIGN) 	Westrock Coffee Roasting, LLC	Registered	5020476	16-Aug-16
EAST AFRICAN BLEND (& ELEPHANT DESIGN) 	Westrock Coffee Roasting, LLC	Registered	5180813	11-Apr-17
FARMER DIRECT VERIFIED	Westrock Coffee Roasting, LLC	Pending		30-Sep-19
FARMER DIRECT VERIFIED (& DESIGN) 	Westrock Coffee Roasting, LLC	Pending		16-Sep-19
INZOVU	Westrock Coffee Roasting, LLC	Registered	4478098	4-Feb-14
KIVU BOLD (& ELEPHANT DESIGN)	Westrock Coffee Roasting, LLC	Registered	5020471	16-Aug-16

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration / Application Date
				
MEZA MORNING BLEND (& ELEPHANT DESIGN) 	Westrock Coffee Roasting, LLC	Registered	5015974	9-Aug-16
MURAHU ESPRESSO BLEND (& ELEPHANT DESIGN) 	Westrock Coffee Roasting, LLC	Registered	5025250	23-Aug-16
NEIGHBORHOOD SOCIAL	Westrock Coffee Roasting, LLC	Registered	4753028	28-Mar-14
RWANDA SELECT RESERVE (& ELEPHANT DESIGN) 	Westrock Coffee Roasting, LLC	Registered	5020469	16-Aug-16
WESTROCK COFFEE	Westrock Coffee Roasting, LLC	Registered	4091669	24-Jan-12
WESTROCK COFFEE (& DESIGN) 	Westrock Coffee Roasting, LLC	Registered	4077971	27-Dec-11
ALL-IN-ONE ICED COFFEE FLAVOR FUSION	S. & D. Coffee, Inc.	Registered	3696889	13-Oct-09
AMERICAN SELECT	S. & D. Coffee, Inc.	Registered	3112054	4-Jul-06
AMERICA'S SMARTEST COFFEE & TEA CO.	S. & D. Coffee, Inc.	Registered	5266202	15-Aug-17
AROMA ALLEY	S. & D. Coffee,	Registered	2479088	21-Aug-01

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration / Application Date
	Inc.			
BEAN RIVER ROASTERS	S. & D. Coffee, Inc.	Registered	4214856	25-Sep-12
BUFFALO & SPRING	S. & D. Coffee, Inc.	Registered	3331660	6-Nov-07
BUFFALO & SPRING COFFEES OF DISTINCTION AND DESIGN 	S. & D. Coffee, Inc.	Registered	3370476	15-Jan-08
CEDAR SPRINGS COFFEE SHACK	S. & D. Coffee, Inc.	Registered	4800233	25-Aug-15
CONSTANT COFFEE	S. & D. Coffee, Inc.	Registered	4805020	1-Sep-15
DARK SKY CAFE	S. & D. Coffee, Inc.	Registered	2515823	4-Dec-01
DAY STARTER	S. & D. Coffee, Inc.	Registered	2952739	17-May-05
DOWN HOME DARK ROAST	S. & D. Coffee, Inc.	Registered	4778085	21-Jul-15
EUROPEAN SELECT	S. & D. Coffee, Inc.	Registered	2061697	13-May-97
HORCHATA PINATA	S. & D. Coffee, Inc.	Registered	4809206	8-Sep-15
JAVA LANE	S. & D. Coffee, Inc.	Registered	2717663	20-May-03
JAVA LANE	S. & D. Coffee, Inc.	Registered	4566758	15-Jul-14
JAVA TO GO	S. & D. Coffee, Inc.	Registered	3606923	14-Apr-09
JAVA VALLEY	S. & D. Coffee, Inc.	Registered	3363524	1-Jan-08
KONA CLASSIC	S. & D. Coffee, Inc.	Registered	1998504	3-Sep-96

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration / Application Date
	Inc.			
LINCOLNSHIRE	S. & D. Coffee, Inc.	Registered	971484	23-Oct-73
MANGROVE BAY	S. & D. Coffee, Inc.	Registered	3090741	9-May-06
MILK PLEASE	S. & D. Coffee, Inc.	Registered	4622325	14-Oct-14
MILK SPLASH	S. & D. Coffee, Inc.	Registered	4625649	21-Oct-14
NEW RIVER	S. & D. Coffee, Inc.	Registered	3663399	4-Aug-09
NITRO-PAK	S. & D. Coffee, Inc.	Registered	1052542	9-Nov-76
PERFECT ICED COFFEE & DESIGN 	S. & D. Coffee, Inc.	Registered	3696888	13-Oct-09
PREMIUM GOLD	S. & D. Coffee, Inc.	Registered	2321985	22-Feb-00
PREMIUM GOLD	S. & D. Coffee, Inc.	Registered	3879014	23-Nov-10
RACE ZONE	S. & D. Coffee, Inc.	Registered	3291877	11-Sep-07
RAIZ SUSTAINABILITY ROOTED IN IMPACT and Logo 	S. & D. Coffee, Inc.	Registered	5312898	17-Oct-17
RAIZ SUSTAINABILITY ROOTED IN IMPACT and Logo 	S. & D. Coffee, Inc.	Allowed		29-Jul-16

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration / Application Date
RED SKY BLEND	S. & D. Coffee, Inc.	Registered	2637090	15-Oct-02
ROOM MATE	S. & D. Coffee, Inc.	Registered	2897909	26-Oct-04
ROYAL DOWRY CHOCOLATES	S. & D. Coffee, Inc.	Registered	3122091	25-Jul-06
S&D	S. & D. Coffee, Inc.	Registered	5137840	7-Feb-17
S&D & DESIGN (PERCULATOR) 	S. & D. Coffee, Inc.	Registered	840594	12-Dec-67
S&D COFFEE & TEA & Design 	S. & D. Coffee, Inc.	Registered	5281484	5-Sep-17
S&D COFFEE, INC.	S. & D. Coffee, Inc.	Registered	2514671	4-Dec-01
S&D COFFEE, INC. AND DESIGN (PERCULATOR) 	S. & D. Coffee, Inc.	Registered	3383002	12-Feb-08
SIMPLY COFFEE	S. & D. Coffee, Inc.	Registered	5038645	13-Sep-16
SIMPLY COFFEE	S. & D. Coffee, Inc.	Registered	3993057	12-Jul-11
SIMPLY COFFEE	S. & D. Coffee, Inc.	Registered	5362338	26-Dec-17
SIR STRAWBERRY SWIRL	S. & D. Coffee, Inc.	Registered	4626068	21-Oct-14
SLIPPERY ROCK COFFEE SHOP	S. & D. Coffee, Inc.	Registered	4800234	25-Aug-15

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration / Application Date
SPLASH LANDING	S. & D. Coffee, Inc.	Registered	4778216	21-Jul-15
SUITE SYSTEMS	S. & D. Coffee, Inc.	Registered	1678013	3-Mar-92
TALL OAKS COFFEE HOUSE	S. & D. Coffee, Inc.	Registered	4800235	25-Aug-15
TEAFINITY	S. & D. Coffee, Inc.	Registered	3851104	21-Sep-10
TEAFINITY BAGLESS TEA	S. & D. Coffee, Inc.	Registered	4455932	24-Dec-13
THE COFFEE ZONE	S. & D. Coffee, Inc.	Registered	2181541	11-Aug-98
THE COFFEE ZONE	S. & D. Coffee, Inc.	Registered	5743908	07--May-19
THE JAVA GROVE	S. & D. Coffee, Inc.	Registered	2500747	23-Oct-01
THE MOST IMPORTANT BRAND IS YOURS	S. & D. Coffee, Inc.	Registered	4893318	26-Jan-16
VICTOR	S. & D. Coffee, Inc.	Registered	68024	3-Mar-08
WAKE ZONE	S. & D. Coffee, Inc.	Registered	3018270	22-Nov-05
WALLINGFORD 	S. & D. Coffee, Inc.	Registered	1066867	31-May-77
[DESIGN ONLY]	S. & D. Coffee, Inc.	Registered	2261280	13-Jul-99
PREMIUM GOLD	S. & D. Coffee, Inc.	Registered	1870719	27-Dec-94

OTHER TRADEMARKS:

Trademark	Country	Owner	Status in Trademark Office	Federal Registration No.	Registration / Application Date
MILK SPLASH	Australia	S. & D. Coffee, Inc.	Registered	1648579	23-Sep-14
MILK SPLASH	Japan	S. & D. Coffee, Inc.	Registered	1220782	26-Jun-15
MILK SPLASH	Madrid	S. & D. Coffee, Inc.	Registered	1220782	13-Jun-14
MILK SPLASH	South Korea	S. & D. Coffee, Inc.	Registered	1220782	1-Jul-15
MILK SPLASH	Vietnam	S. & D. Coffee, Inc.	Registered	1220782	20-Nov-15