

700521485

04/15/2020

TO: fax31-3 COMPANY:



Form PTO-1594 (Rev. 12-11) OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

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):

Club Coffee L.P. and Club Coffee Company Inc.

- Individual(s), Partnership, Corporation- State: Canada, Other

Citizenship (see guidelines) Canadian

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 30, 2020

- Assignment, Security Agreement, Merger, Change of Name, Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- Individual(s) Citizenship, Association Citizenship, Partnership Citizenship, Limited Partnership Citizenship, Corporation Citizenship, Other Bank Citizenship Canadian

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

88/612,255, 88/555,461, 88/025,602, 88/555,495, 88/346,378, 88/612,146, 88/205,607, 88/166,998, 88/169,189, 88/265,898,

B. Trademark Registration No.(s)

4,029,324, 3,960,409, 3,197,813, 5,215,900,

Additional sheet(s) attached? Yes 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: Carla Machado @ Norton Rose Fulbright

Internal Address: 222 Bay Street, Suite 3000

Street Address:

City: Toronto

State: ON Zip: M5K 1E7

Phone Number: 416.216.4828

Docket Number: 1001107426

Email Address: carla.machado@nortonrosefulbright.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$490.00

- Authorized to be charged to deposit account, Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Handwritten signature of Carla Machado

Signature

Date

Carla Machado

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

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

OP \$490.00

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## Additional TM Application Numbers:

86/603,416

86/603,421

86/722,353

86/722,352

86/972,263

75/688,460

85/801,284

Execution Version

**[INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**) is entered into as of January 30, 2020 among Club Coffee L.P. (the **Borrower**), Club Coffee Company Inc. (**Club Coffee**, and collectively with the Borrower, the **Grantors** and each a **Grantor**), and Royal Bank of Canada, as lender (the **Lender**).

**WITNESSETH:**

**WHEREAS**, each of the Grantors has entered into a General Security Agreement with the Lender dated as of the date hereof (as each such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the **Security Agreements**), and pursuant to the Security Agreements, the Grantors have granted to the Lender a security interest in substantially all of the Grantors' personal property, including, without limitation, the Collateral referred to in Section 1 below; and

**WHEREAS**, each of the Grantors has agreed to execute this Agreement in respect of its Collateral for recording with the Canadian Intellectual Property Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantors and the Lender agree as follows:

1. **Grant of Security.** Each Grantor hereby grants to the Lender a security interest in and to all of such Grantor's right, title and interest in and to all Patents, Trademarks and Copyrights, as defined below (collectively, the **Collateral**):

(a) all present and future right, title, and interest in and to: (a) any and all patents, patent applications and industrial designs; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the patents set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantors to the Lender from time to time (the **Patents**);

(b) all present and future right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto, as Schedule B may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantors to the Lender from time to time (the **Trademarks**); and

(c) right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past

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or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world, including, without limitation, the registrations and applications and copyright licenses set forth in Schedule C hereto, as Schedule C may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantors to the Lender from time to time (the **Copyrights**).

**2. Security for Obligations.** This Agreement secures, and the Collateral is collateral security for the prompt and complete payment and performance of all Obligations (as such term is defined in the Security Agreements).

**3. Recordation.** Each Grantor authorizes that this Agreement be recorded at the Canadian Intellectual Property Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

**4. Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreements. The Grantors hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**5. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles.


**6. Counterparts and Electronic Delivery.** This Agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by facsimile or other electronic means of an originally executed signature page to this security agreement by a party is as effective as personal delivery of such signature page.

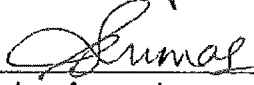
**[Signatures follow]**

TO: fax31-3 COMPANY:


**IN WITNESS WHEREOF** the Grantors and the Lender have executed and delivered this Agreement as of the date first above written.

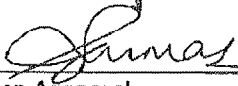
**CLUB COFFEE L.P.**  
by its managing general partner CLUB COFFEE  
COMPANY INC.

Per:   
Name: John Pigott  
Title: CEO

Per:   
Name: Sandeep Aggarwal  
Title: Senior VP, Finance & Treasurer

**CLUB COFFEE COMPANY INC.**

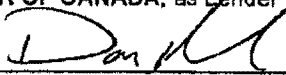
Per:   
Name: John Pigott  
Title: CEO

Per:   
Name: Sandeep Aggarwal  
Title: Senior VP, Finance & Treasurer

TO: fax31-3 COMPANY:

Acknowledged and agreed:

ROYAL BANK OF CANADA, as Lender

Per: 

Name: **Dan Mascioli**  
Title: **Attorney in Fact**

Per: \_\_\_\_\_

Name:  
Title:

Signature Page to Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 006916 FRAME: 0316**

TO: fax31-3 COMPANY:

**SCHEDULE A  
PATENTS AND PATENT APPLICATIONS**

**Club Coffee L.P. - Patent Applications and Industrial Designs**

COUNTRY	TITLE	STATUS	APPLICATION NUMBER	DATE FILED (dd/mm/yyyy)	REGISTRATION NUMBER	REGISTRATION DATE
United States	COMPOSTABLE BEVERAGE CARTRIDGES AND PROCESSES FOR MANUFACTURE THEREOF	Pending	15/379,097	14/12/2016		
United States Provisional	COMPOSTABLE BEVERAGE CARTRIDGES AND PROCESSES FOR MANUFACTURE THEREOF	Pending	62/266,943	14/12/2015		

Official No.	Title	Case Status	Case Type	Country	Property Type
154435	COMBINED PACKAGING AND BEVERAGE PODS	Granted / Registered	Properties	Canada	Design
CN 303030201 S	COMBINED PACKAGING AND BEVERAGE PODS	Granted / Registered	Properties	China	Design
001414635-0002	BEVERAGE POD PACKAGING	Granted / Registered	Properties	European Union Intellectual Property Office	Design
1537564	BEVERAGE POD PACKAGING	Granted / Registered	Properties	Japan	Design
D747,959	BEVERAGE POD PACKAGE	Granted / Registered	Properties	United States of America	Design
154436	PACKAGING WITH BEVERAGE POD	Granted / Registered	Properties	Canada	Design
D761,121	BEVERAGE POD PACKAGING	Granted / Registered	Properties	United States of America	Design
154434	COMBINED PACKAGING AND BEVERAGE PODS	Granted / Registered	Properties	Canada	Design
CN 303030200 S	COMBINED PACKAGING AND BEVERAGE PODS	Granted / Registered	Properties	China	Design
001414635-0001	COMBINED PACKAGING AND BEVERAGE PODS	Granted / Registered	Properties	European Union Intellectual Property Office	Design
1537563	COMBINED PACKAGING AND BEVERAGE PODS	Granted / Registered	Properties	Japan	Design
D750,960	BEVERAGE POD PACKAGE	Granted / Registered	Properties	United States of America	Design

TO: fax31-3 COMPANY:

**SCHEDULE B****TRADEMARKS AND TRADEMARK APPLICATIONS****Club Coffee Company Inc. Trademarks:**

COUNTRY	CLUB COFFEE TRADEMARK	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
Canada	A PASSION FOR THE PERFECT CUP OF COFFEE	Pending	1,982,581	28/08/2019		
United States	A PASSION FOR THE PERFECT CUP OF COFFEE	Published	88/612,255	11/09/2019		
Canada	B & Design	Pending	1,977,238	24/07/2019		
European Union	B & Design	Published	18101394	30/07/2019		
United States	B & Design	Pending	88/555,461	31/07/2019		
Canada	BEANIAC	Pending	1,906,032	26/06/2018		
European Union	BEANIAC	Registered	18027775	27/02/2019	18027775	Aug 17, 2019
United States	BEANIAC	Allowed	88/025,602	4/07/2018		
Canada	BEANIAC & B Design	Pending	1,977,239	24/07/2019		
European Union	BEANIAC & B Design	Published	18101398	30/07/2019		
United States	BEANIAC & B Design	Pending	88/555,495	31/07/2019		
Canada	BEANIAC & Design	Pending	1,948,266	26/02/2019		
European Union	BEANIAC & Design	Registered	18027778	27/02/2019	18027778	17/08/2019
United States	BEANIAC & Design	Allowed	88/346,378	19/03/2019		
Canada	BEYOND PLASTIC (incl. food and beverage; packaging)	Pending	1,980,298	13/08/2019		
Canada	BEYOND PLASTIC (food and beverage; containers)	Pending	1,984,499	11/09/2019		
United States	BEYOND PLASTIC (incl.	Pending	88/612,146	11/09/2019		



TO: fax31-3 COMPANY:

COUNTRY	CLUB COFFEE TRADEMARK	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
	food and beverage; packaging and containers)					
Canada	BREWING THE GOOD IN COFFEE	Pending	1,929,974	13/11/2018		
United States	BREWING THE GOOD IN COFFEE	Allowed	88/205,607	26/11/2018		
Canada	CLUB COFFEE & Design	Pending	1,923,195	2/10/2018		
United States	CLUB COFFEE & Design	Allowed	88/166,998	24/10/2018		
Canada	CLUB COFFEE CRAFT ROASTERS	Pending	1,925,851	18/10/2018		
United States	CLUB COFFEE CRAFT ROASTERS	Allowed	88/169,189	25/10/2018		
Canada	CLUB COFFEE CRAFT ROASTERS & Design	Pending	1,939,703	9/01/2019		
United States	CLUB COFFEE CRAFT ROASTERS & Design	Allowed	88/265,898	17/01/2019		
Canada	SENTITO	Pending	1,966,702	4/06/2019		
Canada	SIMPLY SENSATIONAL	Registered	1,606,108	11/12/2012	TMA953562	27/10/2016
Canada	ANTHOS	Issued/Reg	547,767	15/08/1985	316,290	11/07/1986
Canada	CLUB	Issued/Reg	433,147	30/11/1978	283,204	09/09/1983
Canada	CLUB & DESIGN	Issued/Reg	1,210,879	24/03/2004	637,896	20/04/2005
Canada	CLUB COFFEE	Issued/Reg	1,454,034	02/10/2009	774,235	11/08/2010
United States	CLUB COFFEE	Issued/Reg	77/847,631	13/10/2009	4,029,324	20/09/2011
Canada	CLUB COFFEE & DESIGN	Issued/Reg	544,484	21/06/1986	320,567	14/11/1986
Canada	CLUB COFFEE & DESIGN	Issued/Reg	599,312	21/01/1988	372,583	31/08/1990
Canada	CLUB COFFEE & DESIGN	Issued/Reg	1,347,858	17/05/2007	711,270	08/04/2008
Canada	CLUB COFFEE	Issued/Reg	541,695	07/05/1985	320,382	07/11/1986

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COUNTRY	CLUB COFFEE TRADEMARK	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
	COMPANIES & DESIGN					
Canada	CLUB COFFEE SINCE/DEPUIS 1906 AND DESIGN	Issued/Reg	1,453,699	30/09/2009	784,508	07/12/2010
United States	CLUB COFFEE SINCE/DEPUIS 1906 AND DESIGN	Issued/Reg	77/847,619	13/10/2009	3,960,409	17/05/2011
Canada	IMPERIAL BLEND	Issued/Reg	446,310	02/11/1979	289,677	06/04/1984
Canada	JAVA JUNCTION FOR COFFEE EXPLORERS & DESIGN	Issued/Reg	1,692,237	03/09/2014	934,894	14/04/2016
Canada	MARTICAN	Issued/Reg	564,557	16/06/1986	327,764	22/05/1987
Canada	MELANGE IMPERIAL	Issued/Reg	446,309	02/11/1979	305,303	26/07/1985
Canada	MELLOCUP	Issued/Reg	169,649	16/12/1936	UCA007479	16/12/1936
Canada	PICK N' BREW	Issued/Reg	1,702,371	12/11/2014	942,939	11/07/2016
Canada	PIPER HILL	Issued/Reg	499,833	08/02/1983	305,312	26/07/1985
Canada	PIPER HILL	Issued/Reg	499,833(1)	14/05/2015	305,312	03/03/2017
Canada	PIPER HILL DESIGN	Issued/Reg	499,834	08/02/1983	299,410	25/01/1985
Canada	PIPER HILL DESIGN	Issued/Reg	499,834(1)	15/06/2015	299,410	03/03/2017
Canada	PURPOD100	Issued/Reg	1,724,448	20/04/2015	1,036,206	04/07/2019
United States	PURPOD100	Published	86/603,416	20/04/2015		
Canada	PURPOD100 & DESIGN	Issued/Reg	1,724,449	20/04/2015	1,036,219	04/07/2019
United States	PURPOD100 & DESIGN	Published	86/603,421	20/04/2015		
Canada	PURPOD100 & Horizontal Design	Issued/Reg	1,741,233	11/08/2015	1,036,230	04/07/2019
United States	PURPOD100 & Horizontal Design	Published	86/722,353	12/08/2015		
Canada	PURPOD100 & Vertical Design	Issued/Reg	1,741,232	11/08/2015	1,036,199	04/07/2019
United States	PURPOD100 & Vertical De-	Published	86/722,352	12/08/2015		

TO: fax31-3 COMPANY:

COUNTRY	CLUB COFFEE TRADEMARK	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
	sign					
United States	SENTITO	Allowed	86/972,263	12/04/2016		
United States	SIMPLY SENSATIONAL	IRA	75/688,460	22/04/1999	3,197,813	16/01/2007
United States	SIMPLY SENSATIONAL	Issued/Reg	85/801,284	12/12/2012	5,215,900	06/06/2017
Canada	STERLING & DESIGN	Issued/Reg	1,055,859	17/04/2000	557,584	07/02/2002
Canada	STERLING DESIGN	Issued/Reg	261,414	23/02/1961	124,110	27/10/1961

**License of the following Canadian Trademarks from Societe des Produits Nestle S.A. to Club Coffee Company Inc., in its capacity as General Partner of Club Coffee L.P. :**

Trade-mark	Application No.	Registration No.	Wares
GOODHOST	0325122	TMA171535	roast and ground coffee
GOOD HOST Design	0475968	TMA281231	roast and ground coffee

TO: fax31-3 COMPANY:

## SCHEDULE "A"

COUNTRY	CLUB COFFEE TRADEMARK	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
United States	A PASSION FOR THE PERFECT CUP OF COFFEE	Published	88/612,255	11/09/2019		
United States	B & Design	Pending	88/555,461	31/07/2019		
United States	BEANIAC	Allowed	88/025,602	4/07/2018		
United States	BEANIAC & B Design	Pending	88/555,495	31/07/2019		
United States	BEANIAC & Design	Allowed	88/346,378	19/03/2019		
United States	BEYOND PLASTIC (incl. food and beverage; packaging and containers)	Pending	88/612,146	11/09/2019		
United States	BREWING THE GOOD IN COFFEE	Allowed	88/205,607	26/11/2018		
United States	CLUB COFFEE & Design	Allowed	88/166,998	24/10/2018		
United States	CLUB COFFEE CRAFT ROASTERS	Allowed	88/169,189	25/10/2018		
United States	CLUB COFFEE CRAFT ROASTERS & Design	Allowed	88/265,898	17/01/2019		
United States	CLUB COFFEE	Issued/Reg	77/847,631	13/10/2009	4,029,324	20/09/2011
United States	CLUB COFFEE SINCE/DEPUIS	Issued/Reg	77/847,619	13/10/2009	3,960,409	17/05/2011

CAN\_DMS: 113193391811

TO: fax31-3 COMPANY:

COUNTRY	CLUB COFFEE TRADEMARK	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
	1906 AND DESIGN					
United States	PURPOD100	Published	86/603,416	20/04/2015		
United States	PURPOD100 & DESIGN	Published	86/603,421	20/04/2015		
United States	PURPOD100 & Horizontal Design	Published	86/722,353	12/08/2015		
United States	PURPOD100 & Vertical Design	Published	86/722,352	12/08/2015		
United States	SENTITO	Allowed	86/972,263	12/04/2016		
United States	SIMPLY SENSATIONAL	IRA	75/688,460	22/04/1999	3,197,813	16/01/2007
United States	SIMPLY SENSATIONAL	Issued/Reg	85/801,284	12/12/2012	5,215,900	06/06/2017

TO: fax31-3 COMPANY:

**SCHEDULE "B"**

**Intellectual Property Agreement**

**(attached)**

TO: fax31-3 COMPANY:

**SCHEDULE C**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

None.

TO: fax31-3 COMPANY:

Febraury 10, 2020

**Sent By Courier**

Mail Stop Assignment Recordation Branch,  
Director of the USPTO,  
P.O. Box 1450  
Alexandria, VA 22313-1450

**NORTON ROSE FULBRIGHT**

Barristers &amp; Solicitors / Patent &amp; Trade-mark Agents

Norton Rose Fulbright Canada LLP  
222 Bay Street, Suite 3000, P.O. Box 53  
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930  
nortonrosefulbright.com

**Carla Machado**  
+1 416.216.4828  
carla.machado@nortonrosefulbright.com

Our reference  
1001107426

Dear Sir/Madam:

**Club Coffee L.P. and Club Coffee Company Inc. (collectively, the Grantors) and Royal Bank of Canada (the Lender) – Intellectual Property Security Agreement**

Pursuant to a Intellectual Property Security Agreement entered into by the Grantors and the Lender dated as of January 30, 2020, the Grantors granted a security interest to and in favour of the Lender in the trademarks described in Schedule "A" hereto, as security for the payment to the Lender of any and all indebtedness from time to time of the Grantors to the Lender.


A copy of the Intellectual Property Security Agreement is attached hereto as Schedule "B".

We enclose the Recordation Form Cover Sheet for Trademarks together with a cheque in the amount of \$490.00(US) made to the order of the Director of the U.S. Patent and Trademark Office for the requisite filing fees.

In due course, we look forward to receiving confirmation that the Intellectual Property Security Agreement has been recorded against the American trademarks referenced therein.

Should you have any questions with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours very truly,

  
Carla Machado  
Law Clerk

CM/rr

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