

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Cup Inc.		10/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	2001 Ross Ave., Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	6125683	H C V ARTISAN COFFEE	
Registration Number:	5984384	PRIDELAND COFFEE & TEA	
Registration Number:	5984383	PRIDELAND COFFEE & TEA	
Registration Number:	5982412	EST 1896 ROYAL CUP SIGNATURE	
Registration Number:	5977408	ROYAL CUP SIGNATURE	
Registration Number:	5931016	H C VALENTINE ARTISAN COFFEE	
Registration Number:	5384387	H C VALENTINE COFFEE & TEA COMPANY	
Registration Number:	4188070	ROAR	
Registration Number:	4055779	ROYAL CUP TEA 1896	
Registration Number:	4055778	ROYAL CUP TEA	
Registration Number:	4530555	ICEBOX COFFEE	
Registration Number:	4040779	H C VALENTINE COFFEE COMPANY	
Registration Number:	2995889	ROYAL GROVE	
Registration Number:	3590539	ROYAL CUP	
Registration Number:	3586230	DAKOTA ROAST	
Registration Number:	2652700	IBIS MOON	
Registration Number:	2479729	CAFE' CONCEPTS	
Registration Number:	2524537	ESPRESS SHIP	
Registration Number:	2675988	CONSUMERS CHOICE COFFEE	

OP \$740.00 6125683

Property Type	Number	Word Mark
Registration Number:	2373936	THE WORLD'S MOST PASSIONATE COFFEE ROAST
Registration Number:	2274585	TOULOUSE
Registration Number:	2818627	
Registration Number:	2713872	CAFFE SIENA
Registration Number:	2298721	VILLA REY
Registration Number:	2189823	SAVOR THE EXPERIENCE
Registration Number:	2206085	
Registration Number:	2124438	ROYAL CUP COFFEE 1896
Registration Number:	1731417	SAVANNAH TEA
Registration Number:	1684572	WILKINS

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6262.057

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 10/23/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2020 is made by the entity listed on the signature page hereto (the "**Grantor**"), in favor of Goldman Sachs Specialty Lending Group, L.P. ("**GSSLG**"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Note Purchase Agreement**"), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Note Purchase Agreement to guarantee the Guaranteed Obligations;

WHEREAS, the Grantor has agreed, pursuant to a Pledge and Security Agreement dated as of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), to guarantee the Guaranteed Obligations; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

1. Defined Terms.

Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

2. Grant of Security Interest in Trademark Collateral.

The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule I hereto; provided, however that no Lien on and security interest is granted on any "**intent to use**" Trademark applications for which a statement of use has not been filed and accepted by the Applicable IP Office; provided, further, that upon such filing and acceptance by the Applicable IP Office, such "**intent to use**" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. **[Intentionally Omitted].**

4. **Grantor Remains Liable.**

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

5. **Counterparts.**

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. **Governing Law.**

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

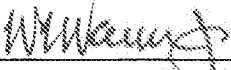
7. **Release and Termination.**

At the time provided in Section 9.8 of the Note Purchase Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Note Purchase Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, Agent shall execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[Signature Pages Follow]

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

ROYAL CUP INC., a Delaware corporation

By: 
Name: William L. Wards, Jr.
Title: President and CEO

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Collateral Agent**

By: _____

Name: Greg Watts

Title: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks:

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
H C V ARTISAN COFFEE	88432010	Registered	6125683	8/11/20
PRIDELAND COFFEE & TEA	88558399	Registered	5984384	2/11/20
PRIDELAND COFFEE & TEA	88558383	Registered	5984383	2/11/20
EST 1896 ROYAL CUP SIGNATURE	88530645	Registered	5982412	2/11/20
ROYAL CUP SIGNATURE	88530672	Registered	5977408	2/4/20
H C VALENTINE ARTISAN COFFEE	88429958	Registered	5931016	12/10/19
H C VALENTINE COFFEE & TEA COMPANY	87467580	Registered	5384387	1/23/18
ROAR	85421460	Registered	4188070	8/7/12
ROYAL CUP TEA 1896	85276138	Registered	4055779	11/15/11
ROYAL CUP TEA	85276083	Registered	4055778	11/15/11
ICEBOX COFFEE	85823525	Registered	4530555	5/13/14
H C VALENTINE COFFEE COMPANY	85142775	Registered	4040779	10/18/11
ROYAL GROVE	78308608	Registered	2995889	9/13/05
ROYAL CUP	77522028	Registered	3590539	3/17/09
DAKOTA ROAST	77522042	Registered	3586230	3/10/09
IBIS MOON	76310490	Registered	2652700	11/19/02
CAFE' CONCEPTS	76077133	Registered	2479729	8/21/01
ESPRESS SHIP	76077132	Registered	2524537	1/1/02
CONSUMERS CHOICE COFFEE	75925557	Registered	2675988	1/21/03
THE WORLD'S MOST PASSIONATE COFFEE ROASTERS	75617115	Registered	2373936	8/1/00
TOULOUSE	75568152	Registered	2274585	8/31/99
[DESIGN ONLY]	75925561	Registered	2818627	3/2/04
CAFFE SIENA	75888486	Registered	2713872	5/6/03
VILLA REY	75373151	Registered	2298721	12/7/99
SAVOR THE EXPERIENCE	75183205	Registered	2189823	9/15/98
[DESIGN ONLY]	75183203	Registered	2206085	11/24/98
ROYAL CUP COFFEE 1896	75183206	Registered	2124438	12/23/97
SAVANNAH TEA	74220655	Registered	1731417	11/10/92
WILKINS	74119282	Registered	1684572	4/28/92