

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618538

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arabica, LLC		12/31/2020	Limited Liability Company: UTAH
Laramie Capital, LLC		12/31/2020	Limited Liability Company: UTAH

## RECEIVING PARTY DATA

<b>Name:</b>	Charger Investment Partners Fund I LP
<b>Street Address:</b>	2200 Pacific Coast Highway
<b>City:</b>	Hermosa Beach
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90254
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1841980	BEANS & BREWS
Registration Number:	1966148	ROCKY MOUNTAIN BLEND
Registration Number:	4426680	B&B EXPRESS
Registration Number:	4371720	BEANS & BREWS
Registration Number:	4589411	BEANS & BREWS EXPRESS
Registration Number:	3058629	MR. B'S
Registration Number:	3058630	REVOLVER
Registration Number:	3081416	FRITALIA
Registration Number:	3094776	HIGH- ALTITUDE ROASTING
Registration Number:	3510876	COPPER FREEZE
Registration Number:	3515088	CARAMEL CIELO
Registration Number:	4865720	WASATCH PEAKS ROAST
Registration Number:	5915647	HOME OF HIGH ALTITUDE ROASTING

## CORRESPONDENCE DATA

Fax Number:

*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.*

TRADEMARK

**Phone:** 415-591-1000  
**Email:** trademarksSF@winston.com  
**Correspondent Name:** Laura M. Franco  
**Address Line 1:** 101 California Street  
**Address Line 4:** San Francisco, CALIFORNIA 94111

**NAME OF SUBMITTER:** Laura M. Franco

**SIGNATURE:** /Laura M. Franco/

**DATE SIGNED:** 01/05/2021

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this day of December 31, 2020, by and among ARABICA, LLC, a Utah limited liability company, ("Arabica"), LARAMIE CAPITAL, LLC, a Utah limited liability company ("Laramie", and together with Arabica, "Grantors"), and CHARGER INVESTMENT PARTNERS FUND I LP, (together with its successors and assigns, the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among B&B COFFEEHOUSE HOLDINGS, LLC, a Delaware limited liability company ("Holdings") B&B COFFEEHOUSE INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Intermediate Holdings" and together with Grantors, "Borrowers"), BEANS & BREWS FRANCHISE COMPANY, LLC, a Utah limited liability company ("B&B"), Grantors, any other Guarantors from time to time party thereto (together with Holdings, B&B and the Borrowers, collectively, the "Loan Parties") and the Lender, the Lender is willing to extend credit and make certain other financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Lender, a continuing security interest in all of each Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark license, (ii) injury to the goodwill associated with

any Trademark or any Trademark license or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to the Lender, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under the Bankruptcy Code involving any Grantor.

4. LOAN AND SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to the Lender as required by the Credit Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Lender to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of any Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or

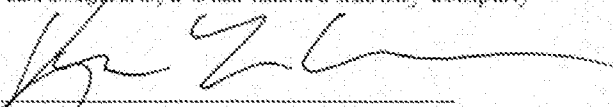
other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

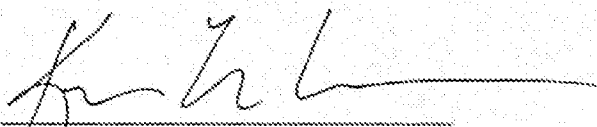
IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ARABICA, LLC, a Utah limited liability company

By:   
Name: Kimberly Pollack  
Title: Treasurer

LARAMIE CAPITAL, LLC, a Utah limited liability company

By:   
Name: Kimberly Pollack  
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**CHARGER INVESTMENT PARTNERS FUND  
LP**

By: Charger Investment Partners Fund I GP LP

Its: General Partner

By:  \_\_\_\_\_

Name: Aaron Perlmutter

Title: Partner

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**



ARABICA, LLC

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
BEANS & BREWS	74436156	9/13/1993	1841980	6/28/1994	Registered
ROCKY MOUNTAIN BLEND	74496035	3/2/1994	1966148	4/9/1996	Registered
B&B EXPRESS	85791823	11/30/2012	4426680	10/29/2013	Registered
BEANS & BREWS	85791931	11/30/2012	4371720	7/23/2013	Registered
BEANS & BREWS EXPRESS	85791832	11/30/2012	4589411	8/19/2014	Registered

LARAMIE CAPITAL, LLC

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
MR. B's	76633066	3/9/2005	3058629	2/14/2006	Registered
REVOLVER	76633067	3/9/2005	3058630	2/14/2006	Registered
FRITALIA	76633069	3/9/2005	3081416	4/18/2006	Registered
HIGH-ALTITUDE ROASTING & Design	76633070	3/9/2005	3094776	5/23/2006	Registered
COPPER FREEZE	77265231	8/27/2007	3510876	10/7/2008	Registered
CARAMEL CIELO	77287225	9/24/2007	3515088	10/14/2008	Registered
WASATCH PEAKS ROAST	86526961	2/6/2015	4865720	12/8/2015	Registered
HOME OF HIGH ALTITUDE ROASTING & Design	87839847	3/9/2018	5915647	11/19/2019	Registered