

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649182

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANNER BANK, A WASHINGTON BANKING CORPORATION		05/12/2021	Corporation:

RECEIVING PARTY DATA

Name:	DUTCH BROS., LLC
Street Address:	110 SW 4th Street
City:	Grants pass
State/Country:	OREGON
Postal Code:	97526
Entity Type:	Limited Liability Company: OREGON

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	5207842	911
Registration Number:	4391896	ANNIHILATOR
Registration Number:	4869791	BLUE REBEL
Registration Number:	4391897	CAMELIZER
Registration Number:	5116081	CHILLISTICATED
Registration Number:	4391899	COCOMO
Registration Number:	4490409	DOUBLE TORTURE
Registration Number:	2901318	DUTCH BROS. COFFEE
Registration Number:	5232183	DUTCH BROS COFFEE
Registration Number:	4595257	DUTCH BROS.
Registration Number:	2335803	DUTCH BROS.
Registration Number:	4423780	DUTCH BROS. BLUE REBEL
Registration Number:	4869790	DUTCH BROS. BLUE REBEL ENERGY DRINK GETU
Registration Number:	4894515	DUTCH BROS. BLUE REBEL SUGAR FREE ENERGY
Registration Number:	2902919	DUTCH BROS. COFFEE
Registration Number:	3885865	DUTCH BROS. COFFEE
Registration Number:	4595256	DUTCH BROS. COFFEE
Registration Number:	4339255	NOS COMIMOS LOS CAMELOS

OP \$1090.00 5207842

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5081644	DUTCH BROS.COFFEE GUARANTEED TO SATISFY
Registration Number:	4554256	DUTCH CLASSICS
Registration Number:	4520066	DUTCH COFFEE
Registration Number:	4517044	DUTCH FREEZE
Registration Number:	4836435	DUTCH FROST
Registration Number:	4391887	DUTCH MAFIA
Registration Number:	4391891	DUTCH MAFIA
Registration Number:	4391890	DUTCH MAFIA
Registration Number:	3736478	DUTCHWEAR
Registration Number:	4391904	ER-911
Registration Number:	4836432	GET UP EARLY STAY UP LATE CHANGE THE WOR
Registration Number:	4391893	GUARANTEED TO SATISFY
Registration Number:	4645722	KICKER
Registration Number:	4795990	LOVE ABOUND
Registration Number:	5119467	NOT-SO-HOT
Registration Number:	4836433	
Registration Number:	4391908	WIND CHILLS
Registration Number:	5077699	
Registration Number:	5227853	
Registration Number:	5090191	
Registration Number:	5671245	DUTCH BROS COFFEE
Registration Number:	5671244	DUTCH BROS COFFEE
Registration Number:	5671243	
Registration Number:	5543973	
Registration Number:	5800793	DUTCH BROS COFFEE

CORRESPONDENCE DATA

Fax Number: 5032058406

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: 5033033101

Email: foster@hathawaylarson.com

Correspondent Name: H FOSTER WHITAKER

Address Line 1: 1331 NW LOVEJOY ST

Address Line 2: SUITE 950

Address Line 4: Portland, OREGON 97209

NAME OF SUBMITTER: H. Foster Whitaker

SIGNATURE: /Helen Foster Whitaker/

DATE SIGNED: 05/24/2021

Total Attachments: 12

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TERMINATION OF TRADEMARK AND PATENT SECURITY INTERESTS

This TERMINATION OF TRADEMARK AND PATENT SECURITY INTERESTS (this “Termination”) is made and effective as of May 12, 2021 and granted by Banner Bank, a Washington banking corporation (“Banner Bank”), in favor of Boersma Bros., LLC, an Oregon limited liability company (“Boersma Bros”), Dutch Bros., LLC, an Oregon limited liability company (“Dutch Bros”), and Dutchwear, LLC, an Oregon limited liability company (“Dutchwear”), collectively, the “Grantors” and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of July 31, 2017 by each of Boersma Bros and Dutch Bros in favor of Banner Bank (the “Guaranty and Security Agreement” and its accompanying “Notice and Confirmation of Grant of Security Interest in Trademarks”), Boersma Bros and Dutch Bros granted a security interest to Banner Bank in all of the Trademarks, as that term is defined in the Guaranty and Security Agreement. This was recorded with the United States Patent and Trademark Office (the “USPTO”) at Reel Number 043171, Frame Number 0215 on August 2, 2017 and at Reel Number 6121, Frame Number 0039 on August 2, 2017.

WHEREAS, pursuant to that certain Patent Security Agreement dated as of May 16, 2018 by Dutchwear in favor of Banner Bank (the “Patent Security Agreement”), Dutchwear granted to Banner Bank a security interest in the Patent Collateral, as that term is defined in the Patent Security Agreement. This Patent Security Agreement was recorded with the USPTO at Reel Number 045824, Frame Number 0636 on May 16, 2018.

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of May 16, 2018 by Dutch Bros in favor of Banner Bank (the “Trademark Security Agreement”), Dutch Bros granted to Banner Bank a security interest in the Trademark Collateral, as that term is defined in the Trademark Security Agreement. This Trademark Security Agreement was recorded with the USPTO at Reel Number 6387, Frame Number 0049 on May 16, 2018.

WHEREAS, the Guaranty and Security Agreement, the Notice and Confirmation of Grant of Security Interest in Trademarks, the Patent Security Agreement, and the Trademark Security Agreement are referred to collectively herein as the “Security Agreements”.

WHEREAS, the Grantors have requested that Banner Bank enter into this Termination in order to effectuate, evidence, and record the release and reassignment to the Grantors of any and all right, title, and interest that Banner Bank may have in the Patent and Trademark Collateral, pursuant to the Security Agreements. Banner Bank has agreed to enter into this Termination.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release of Security Interest. Banner Bank hereby (i) terminates the Security Agreements and (ii) terminates, releases, discharges and cancels any and all security interests and all other liens that it has pursuant to or under the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the “Patent and Trademark Collateral”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered,

including but not limited to those attached hereto in *Schedule 1*, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“Trademarks”);

(b) any and all patents, patent applications, including but not limited to those attached hereto in *Schedule 2*, and other patent rights and any other governmental authority-issued indicia of invention ownership, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Banner Bank agrees, at Grantors’ expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Authorization to Record. Banner Bank authorizes and request that this termination be filed with the USPTO and any applicable governing office record this termination.

4. Governing Law. This Termination and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Termination and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Banner Bank has caused this Termination to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANNER BANK

as Agent

By: Jay SB
Name: Jay Stormberg
Title: VP / Relationship Manager

Address for Notices:

Davis Wright Tremaine LLP
920 Fifth Ave, Suite 3300
Seattle, WA 98104
Attn: Brian D. Hulse, Esq.

[SIGNATURE PAGE TO TERMINATION OF TRADEMARK AND PATENT SECURITY INTERESTS]

TRADEMARK
REEL: 007304 FRAME: 0667

SCHEDULE 1

SCHEDULE 1

TRADEMARK
REEL: 007304 FRAME: 0668

SCHEDULE I

i. Registered Intellectual Property

Owner	Type	Title	Registration Number	Jurisdiction
Dutch Bros., LLC	Trademark	911	5,207,842	USA
Dutch Bros., LLC	Trademark	ANNIHILATOR	4,391,896	USA
Dutch Bros., LLC	Trademark	BLUE REBEL & Design	4,869,791	USA
Dutch Bros., LLC	Trademark	CARAMELIZER	4,391,897	USA
Dutch Bros., LLC	Trademark	CHILLISTICATED	5,116,081	USA
Dutch Bros., LLC	Trademark	COCOMO	4,391,899	USA
Dutch Bros., LLC	Trademark	DOUBLE TORTURE	4,490,409	USA
Dutch Bros., LLC	Trademark	DUTCH BROS COFFEE & Design	2,901,318	USA
Dutch Bros., LLC	Trademark	DUTCH BROS COFFEE & 3 Ribbon Design	5,232,183	USA
Dutch Bros., LLC	Trademark	DUTCH BROS.	4,595,257	USA
Dutch Bros., LLC	Trademark	DUTCH BROS.	2,335,803	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. & Two Finger ("Peace") Design	4,388,035	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. BLUE REBEL	4,423,780	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. BLUE REBEL ENERGY DRINK & Black Can Logo	4,869,790	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. BLUE REBEL SUGAR FREE ENERGY & Blue Can Logo	4,894,515	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE	2,902,919	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE & Cup Trade Dress	3,885,865	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE & Design (Cup Design)	4,595,256	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE & Windmill Design	4,399,255	USA
Dutch Bros., LLC	Trademark	DUTCH BROS. COFFEE GUARANTEED TO SATISFY 3 Ribbon Cup Design	5,081,644	USA

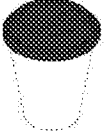





Dutch Bros., LLC	Trademark	DUTCH CLASSICS	4,554,256	USA
Dutch Bros., LLC	Trademark	DUTCH COFFEE	4,520,066	USA
Dutch Bros., LLC	Trademark	DUTCH FREEZE	4,517,044	USA
Dutch Bros., LLC	Trademark	DUTCH FROST	4,836,435	USA
Dutch Bros., LLC	Trademark	DUTCH MAFIA	4,391,887	USA
Dutch Bros., LLC	Trademark	DUTCH MAFIA & Design (cigarette)	4,391,891	USA
Dutch Bros., LLC	Trademark	DUTCH MAFIA & Design (mug)	4,391,890	USA
Dutch Bros., LLC	Trademark	DUTCHWEAR	3,736,478	USA
Dutch Bros., LLC	Trademark	ER-911	4,391,904	USA
Dutch Bros., LLC	Trademark	GET UP EARLY STAY UP LATE CHANGE THE WORLD!	4,836,432	USA
Dutch Bros., LLC	Trademark	GUARANTEED TO SATISFY	4,391,893	USA
Dutch Bros., LLC	Trademark	KICKER	4,645,722	USA
Dutch Bros., LLC	Trademark	LOVE ABOUND	4,795,990	USA
Dutch Bros., LLC	Trademark	NOT-SO-HOT	5,119,467	USA
Dutch Bros., LLC	Trademark	Rebel Man Logo	4,836,433	USA
Dutch Bros., LLC	Trademark	WIND CHILLS	4,391,908	USA
Dutch Bros., LLC	Trademark	WINDMILL Design	5,077,699	USA
Dutch Bros., LLC	Trademark	Windmill Outline Logo	5,227,853	USA
Dutch Bros., LLC	Trademark	WINDMILL SILHOUETTE Design	5,090,191	USA

ii. Intellectual Property with Registration Applications Pending

Applicant	Type	Title	Application Number	Jurisdiction
Dutch Bros., LLC	Trademark	Blue Canopy Trade Dress	87/428177	USA
Dutch Bros., LLC	Trademark	Blue Roof Trade Dress	87/428372	USA
Dutch Bros., LLC	Trademark	Blue, Grey and White Building Color Configuration	87/428447	USA
Dutch Bros., LLC	Trademark	Standard Building with Blue Roof	87/428415	USA
Dutch Bros., LLC	Trademark	Yellow, Red, Blue Ribbon Design	86/963169	USA
Dutch Bros., LLC	Patent	CUP LID	15/388,637	USA

SCHEDULE 1

1. REGISTERED TRADEMARKS

OWNER	TITLE	JURISDICTION	APP NO.	FILE DATE	REG NO.	REG DATE
Dutch Bros., LLC	Blue Lid Design 	USA	87/542,650	07/25/2017		
Dutch Bros., LLC	DUTCH BROS COFFEE and 3 Ribbon Design (ITU) 	USA	87/239,472	11/16/2016		
Dutch Bros., LLC	Blue Windmill On a Cup Sign 	USA	87/671,696	11/03/2017		
Dutch Bros., LLC	DUTCH BROS COFFEE in Blue & 3 Stripes Design 	USA	87/671,724	11/03/2017		
Dutch Bros., LLC	DUTCH BROS COFFEE in Blue & 3 Stripes Vertical Design Signage 	USA	87/671,740	11/03/2017		
Dutch Bros. LLC dba Dutch Bros. Coffee	DUTCH BROS COFFEE and 3 Ribbon Design 	USA	87/239,465	11/16/2016	5,232,183	06/27/2017
Dutch Bros., LLC	DUTCH BROS.	USA	85/824545	01/16/2013	4,595,257	09/02/2014

OWNER	TITLE	JURISDICTION	APP NO.	FILE DATE	REG NO.	REG DATE
Dutch Bros., LLC	DUTCH BROS.	USA	75/696949	05/03/1999	2,335,803	03/28/2000
Dutch Bros., LLC	DUTCH BROS. BLUE REBEL	USA	85/481559	11/28/2011	4,423,780	10/29/2013
Dutch Bros., LLC	DUTCH BROS. COFFEE	USA	76/538582	08/20/2003	2,902,919	11/16/2004

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

SCHEDULE 2

SCHEDULE 2

TRADEMARK
REEL: 007304 FRAME: 0673

SCHEDULE 2

Patent Registrations

1. REGISTERED PATENTS

Applicant	Type	Title	Application Number	Jurisdiction
Dutchwear, LLC	Patent	CUP LID	29/588,645	USA

2. PATENT APPLICATIONS

None.

3. IP LICENSES

None.

SCHEDULE

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