

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651821

|   |                                    |                       |                                    |
|---|------------------------------------|-----------------------|------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                     |                       |                                    |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST       |                       |                                    |
| <b>CONVEYING PARTY DATA</b>   |                                    |                       |                                    |
| <b>Name</b>   | <b>Formerly</b>                    | <b>Execution Date</b> | <b>Entity Type</b>                 |
| Banner Bank   |                                    | 05/12/2021            | banking corporation:<br>WASHINGTON |
| <b>RECEIVING PARTY DATA</b>   |                                    |                       |                                    |
| <b>Name:</b>  | Boersma Bros., LLC                 |                       |                                    |
| <b>Street Address:</b>  | 300 North Valley Rd.               |                       |                                    |
| <b>City:</b>  | Grants Pass                        |                       |                                    |
| <b>State/Country:</b>   | OREGON                             |                       |                                    |
| <b>Postal Code:</b>   | 97526                              |                       |                                    |
| <b>Entity Type:</b>   | Limited Liability Company: OREGON  |                       |                                    |
| <b>Name:</b>  | Dutch Bros., LLC                   |                       |                                    |
| <b>Street Address:</b>  | 110 SW 4th Street                  |                       |                                    |
| <b>City:</b>  | Grants Pass                        |                       |                                    |
| <b>State/Country:</b>   | OREGON                             |                       |                                    |
| <b>Postal Code:</b>   | 97526                              |                       |                                    |
| <b>Entity Type:</b>   | Limited Liability Company: OREGON  |                       |                                    |
| <b>PROPERTY NUMBERS Total: 7</b>  |                                    |                       |                                    |
| <b>Property Type</b>  | <b>Number</b>                      | <b>Word Mark</b>      |                                    |
| <b>Registration Number:</b>   | 4399255                            | DUTCH BROS. COFFEE    |                                    |
| <b>Registration Number:</b>   | 4388035                            |                       |                                    |
| <b>Serial Number:</b>   | 87428177                           |                       |                                    |
| <b>Serial Number:</b>   | 87428372                           |                       |                                    |
| <b>Serial Number:</b>   | 87428447                           |                       |                                    |
| <b>Serial Number:</b>   | 87428415                           |                       |                                    |
| <b>Serial Number:</b>   | 86963169                           |                       |                                    |
| <b>CORRESPONDENCE DATA</b>  |                                    |                       |                                    |
| <b>Fax Number:</b>  |                                    |                       |                                    |
| <i>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.</i> |                                    |                       |                                    |
| <b>Email:</b>   | IPDocket@mayerbrown.com            |                       |                                    |
| <b>Correspondent Name:</b>  | William R. Siegel, Mayer Brown LLP |                       |                                    |
| <b>TRADEMARK</b>  |                                    |                       |                                    |

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**Address Line 1:** P.O. BOX 2828  
**Address Line 4:** CHICAGO, ILLINOIS 60690-2828

**ATTORNEY DOCKET NUMBER:** 21671228

**NAME OF SUBMITTER:** William R. Siegel

**SIGNATURE:** /william r siegel/

**DATE SIGNED:** 06/04/2021

**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: 007316 FRAME: 0431**

SCHEDULE 1

SCHEDULE 1

**TRADEMARK**  
**REEL: 007316 FRAME: 0432**

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 &<br>Design (cigarette)                  | 4,391,891 | USA |
| Dutch Bros., LLC | Trademark | DUTCH MAFIA &<br>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<br>STAY UP LATE<br>CHANGE THE<br>WORLD! | 4,836,432 | USA |
| Dutch Bros., LLC | Trademark | GUARANTEED TO<br>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<br>Logo                             | 5,227,853 | USA |
| Dutch Bros., LLC | Trademark | WINDMILL<br>SILHOUETTE<br>Design                     | 5,090,191 | USA |

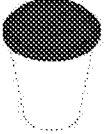





ii. Intellectual Property with Registration Applications Pending

| 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<br>   | USA          | 87/542,650 | 07/25/2017 |           |            |
| Dutch Bros., LLC                       | DUTCH BROS COFFEE and 3 Ribbon Design (ITU)<br>                     | USA          | 87/239,472 | 11/16/2016 |           |            |
| Dutch Bros., LLC                       | Blue Windmill On a Cup Sign<br>                                     | USA          | 87/671,696 | 11/03/2017 |           |            |
| Dutch Bros., LLC                       | DUTCH BROS COFFEE in Blue & 3 Stripes Design<br>                  | USA          | 87/671,724 | 11/03/2017 |           |            |
| Dutch Bros., LLC                       | DUTCH BROS COFFEE in Blue & 3 Stripes Vertical Design Signage<br> | USA          | 87/671,740 | 11/03/2017 |           |            |
| Dutch Bros. LLC dba Dutch Bros. Coffee | DUTCH BROS COFFEE and 3 Ribbon Design<br>                         | 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.,<br>LLC | DUTCH BROS.            | USA          | 75/696949 | 05/03/1999 | 2,335,803 | 03/28/2000 |
| Dutch Bros.,<br>LLC | DUTCH BROS. BLUE REBEL | USA          | 85/481559 | 11/28/2011 | 4,423,780 | 10/29/2013 |
| Dutch Bros.,<br>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: 007316 FRAME: 0437**

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

i. Registered Intellectual Property

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| Dutch Bros., LLC | Trademark | DUTCH MAFIA  | 4,391,887 | USA |
| Dutch Bros., LLC | Trademark | DUTCH MAFIA &<br>Design (cigarette)                  | 4,391,891 | USA |
| Dutch Bros., LLC | Trademark | DUTCH MAFIA &<br>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 |
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| 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<br>Logo                             | 5,227,853 | USA |
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| Dutch Bros., LLC | Trademark | Blue Roof Trade Dress                             | 87/428372          | USA          |
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| Dutch Bros., LLC | Trademark | Standard Building with Blue Roof                  | 87/428415          | USA          |
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