

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eight O'Clock Coffee Company		11/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Tata Consumer Products UK Group Limited		
Street Address:	325 Oldfield Lane North		
City:	Greenford, England		
State/Country:	UNITED KINGDOM		
Postal Code:	UB6 0AZ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6114313	EARLY RISER	
Registration Number:	5945725	EOC	
Registration Number:	2931238	EIGHT O'CLOCK	
Registration Number:	1409722	EIGHT O'CLOCK	
Registration Number:	4947808	EIGHT O'CLOCK	
Registration Number:	4387595	EIGHT O'CLOCK COFFEE	
Registration Number:	6310903	ROOTED IN RESPONSIBILITY	
Serial Number:	90635469	WHITE OAK COFFEE ROASTERS	
Serial Number:	90634895	CAFE ARRIBA!	
Serial Number:	90615284	RED CIRCLE COFFEE	
Serial Number:	90615296	RED CIRCLE COFFEE	
Serial Number:	90615307	A & P	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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>			
Phone:	8960-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		

OP \$315.00 6114313

Address Line 1: 280 Trumbull Street
Address Line 2: Robinson & Cole LLP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Jaqueline P. Scheib

SIGNATURE: /Jacqueline P. Scheib/

DATE SIGNED: 11/10/2021

Total Attachments: 6

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of November 10, 2021, is made by Eight O'Clock Coffee Company (the "Grantor"), in favor of Tata Consumer Products UK Group Limited (the "Secured Party") pursuant to the Facility Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Facility Agreement, made as of July 29, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), by and between Grantor and Secured Party, the Secured Party has agreed to make certain financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in order to induce Secured Party to enter into the Facility Agreement and to make financial accommodations to Grantor pursuant thereto, Grantor has agreed to execute and deliver to Secured Party this Security Agreement;

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

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Commitment of Grantor, hereby mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, whether now owned or hereafter acquired or arising (the "Collateral"):

- (i) all of its U.S. trademark applications and registrations and trade names as set out in Schedule 1 hereto and in each case registered, filed or pending with the United States Patent and Trademark Office, and / or with any similar governmental authority of any state of the United States of America, excluding only United States of America intent-to-use applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such application; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and (iv) all income, royalties, licence payments, proceeds (here meaning Proceeds are defined in the Intercompany Security Agreement) 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, and (v) all of the Grantor's rights with respect to each of the foregoing in (i) – (iv) inclusive.

3. Security for Secured Obligations. This Security Agreement and the security interest created hereby secures the payment and performance of the Commitment, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Commitment and would be owed by Grantor, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Facility Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Facility Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Facility Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Security Agreement is a Transaction Document. This 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 constitute but one and the same Security Agreement.

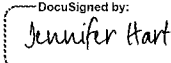
6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

7. Purpose of Security Agreement. The purpose of the Security Agreement is for recordal with the US Patent & Trademark Office and in the event of any conflicts between this Security Agreement and the Security Agreement dated as of September 30, 2021 between Eight O'Clock Coffee Company and Tata Consumer Products UK Group Limited (the "Intercompany Security Agreement"), the Intercompany Security Agreement controls.

[SIGNATURE PAGES FOLLOW]

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

EIGHT O'CLOCK COFFEE COMPANY

By:  _____
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Name: Jennifer Hart

Title:

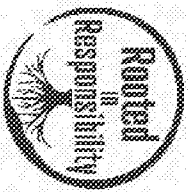
Vice President General Counsel & Secretary

SCHEDULE 1
TO SECURITY AGREEMENT
EIGHT O'CLOCK COFFEE
COMPANY U.S. TRADEMARKS




Active Trademark Registrations

TRADEMARK	OWNER	REGISTRATION NO. AND DATE	COUNTRY	GOODS/SERVICES	COMMENTS
EARLY RISER	Eight O'Clock Coffee Company	6,114,313 July 28, 2020	United States	IC30 – Coffee.	Sections 8 & 15 due between July 28, 2025 and July 28, 2026
EOC	Eight O'Clock Coffee Company	5,945,725 December 24, 2019	United States	IC30 – Coffee.	Sections 8 & 15 due between December 24, 2024 and December 25, 2025
EIGHT O'CLOCK	Eight O'Clock Coffee Company	2,931,238 March 8, 2005	United States	IC30 – Coffee and espresso beverages, beverages made with a base of coffee and/or espresso, ground and whole bean coffee, cocoa, coffee, ground and espresso beverages and beverages made with a base of coffee and/or espresso, powdered chocolate and vanilla, flavoring syrups to add to beverages, flavoring syrups and liquid and powdered mixes used to make coffee, cocoa or chocolate-based beverages, including read-to-drink coffee, ready-to-drink coffee based beverages.	IC43 – Restaurants, cafes, cafeterias, snack bars and coffee bars; carryout restaurants; restaurant services,

EIGHT O'CLOCK	Eight O'Clock Coffee Company	1,409,722 September 16, 1986	United States	namely, coffee cafe services featuring coffee and espresso beverages; coffee house services.	IC30 – Coffee.	Renewal due September 16, 2026
EIGHT O'CLOCK	Eight O'Clock Coffee Company	4,947,808 April 26, 2016	United States	IC30 – Coffee based candy; chocolate confections; chocolate.	IC30 – Coffee based candy; chocolate confections; chocolate.	Sections 8 & 15 due between April 26, 2021 and April 26, 2022
EIGHT O'CLOCK COFFEE	Eight O'Clock Coffee Company	4,387,595 August 20, 2013	United States	IC43 – Restaurant services.	IC43 – Restaurant services.	Renewal due August 20, 2023
	Eight O'Clock Coffee Company	6,310,903 March 30, 2021	United States	IC30 - Coffee; coffee and coffee substitutes; coffee and artificial coffee; coffee based beverage; coffee beans; coffee drinks; coffee pods; coffee, tea, cocoa and artificial coffee; coffee-based beverage containing milk; coffee-based beverages; beverages made of coffee; beverages with a coffee base; decaffeinated coffee; ground coffee beans; prepared coffee and coffee-based beverages; roasted coffee beans.	IC30 - Coffee; coffee and coffee substitutes; coffee and artificial coffee; coffee based beverage; coffee beans; coffee drinks; coffee pods; coffee, tea, cocoa and artificial coffee; coffee-based beverage containing milk; coffee-based beverages; beverages made of coffee; beverages with a coffee base; decaffeinated coffee; ground coffee beans; prepared coffee and coffee-based beverages; roasted coffee beans.	Sections 8 & 15 due between March 30, 2026 and March 30, 2027



Trademark Applications

TRADEMARK	OWNER	APPLICATION NO. AND DATE	COUNTRY	GOODS/SERVICES	COMMENTS
	Eight O'Clock Coffee Company	90/635,469 April 9, 2021	United States	IC30 – Coffee.	Pending
	Eight O'Clock Coffee Company	90/634,895 April 9, 2021	United States	IC30 – Coffee.	Pending
RED CIRCLE COFFEE	Eight O'Clock Coffee Company	90/615,284 March 31, 2021	United States	IC30 – Coffee; Roasted coffee beans.	Pending
	Eight O'Clock Coffee Company	90/615,296 March 31, 2021	United States	IC30 – Coffee; Roasted coffee beans.	Pending
A & P	Eight O'Clock Coffee Company	90/615,307 March 31, 2021	United States	IC30 – Coffee; Roasted coffee beans.	Pending

[Schedule I]